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, April 25, 2022 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Janice Dunne, Joan Fishburn

II. INVOCATION

Councilmember Lavin

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on April 25, 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	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Paul Anderson	Town of Amherst	Deputy Highway Superintendent	Present	
Angela Rossi	Town of Amherst	Director of Economic Development	Present	

V. MINUTES APPROVAL

1. Monday, April 11, 2022

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Arbor Day proclamation was presented by Shawn Lavin to Deputy Highway Superintendent Paul Anderson.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. 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.

4/11/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unaimously approved 5-0.

4/25/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unaimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 5/9/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2022-346

Adoption of Local Law to Amend the Zoning Map (6621 Main Street & 20 Oakwood Drive, Z-2021-11)

April 25, 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 concurs with the findings of the Planning Board as stated in their resolution of February 17, 2022 that the proposed Office Building (OB) zoning at 6621 Main Street and 20 Oakwood Drive 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 Office Building (OB) zoning at 6621 Main Street and 20 Oakwood Drive is consistent with the adopted Bicentennial Comprehensive Plan because the proposal provides office uses as established by Section 3.3.4 of the Bicentennial Comprehensive Plan and depicted by Figure 6 of the plan, 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) and Residential District Three (R-3) to Office Building (OB) district.

4/11/2022

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:29 PM.

Attorney Ari Goldberg, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the April 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:33 PM.

4/25/2022

A motion to adopt the SEQR determination and to Amend the Zoning Map 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

2. Resolution 2022-347

Adoption of Local Law to Amend the Zoning Map (7740 Transit Road, Z-2022-01)

April 25, 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 February 17, 2022, and be it further

RESOLVED, that the proposed Deep Corridor 5 (DC-5) zoning at 7740 Transit Road is consistent with the policies of the adopted Bicentennial Comprehensive Plan because the proposal provides multi-family residential within the targeted mixed-use area as established by Section 3.3.2 of the Comprehensive Plan and depicted by Figure 6-A of the Plan, which shows this area of the Town to be developed under Suburban Corridor design standards, and be it further

RESOLVED, that the proposed Deep Corridor 5 (DC-5) zoning at 7740 Transit Road is consistent with the requirements in Section 5A-3-5 of the zoning ordinance, as a four and five story structure is appropriate for its frontage on a major arterial and the site does not immediately abut single family lots, 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 Deep Corridor 5 (DC-5) subject to the following conditions:

1. The petitioner include ADA accessible parking to any proposed site plan.

2. The petitioner shall address the requirements or concerns raised in the February 11, 2021 correspondence from the New York State Department of Transportation, during the site plan review process.

4/11/2022

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:33 PM.

Joshua Best, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the April 25th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:40 PM.

4/25/2022
A motion to adopt the SEQR determination and to Amend the Zoning Map 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

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 (5)**

4. **Amherst Conservation Advisory Council (5)**

5. **Amherst Government Financial Advisory Board**

   Membership is full.

6. **Amherst Industrial Development Agency**

   Membership is full.

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

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

9. **Board of Assessment Review**

   Membership is full.

10. Board of Electrician Examiners

Membership is full.

11. Board of Ethics

Membership is full.

12. Board of Plumbing and Drainage Examiners

Membership is full.

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

16. Energy Conservation Citizens Advisory Committee (3)

17. Freedom of Information Law (FOIL) Board

18. Glen Park Joint Board (1)

Village vacancy

19. Historic Preservation Commission

Membership is full.

20. Information Technology Advisory Committee (1)

21. Library Board of Trustees

Membership is full.

22. Minority / Woman Owned Business (4)

23. Open Government Advisory Board (4)

24. Planning Board

Membership is full.

25. Recreation Commission (1)

26. Recycling and Waste Committee (5)

27. Senior Services Advisory Board (2)

28. Traffic Safety Board

Membership is full.

29. Youth Board (5)

Adult vacancies (5), Youth vacancies (0)

30. 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 Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 7:08 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 7:08 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:

1. Resolution 2022-394

Simultaneous Bicentennial Comprehensive Plan & Zoning Amendment

WHEREAS, on June 22, 2020 the Town Board held a public hearing on a request to amend the Bicentennial Comprehensive Plan for a Community Facilities use (surgery center and medical office facility) on a portion of 500 Maple Road, and

WHEREAS, on July 6, 2020 the Town Board amended the Comprehensive Plan to designate the relevant portion of 500 Maple Road consisting of 14.97 acres as appropriate for the Community Facilities land use category, and also amended the Town's zoning map, which is incorporated by reference in the Town zoning code, by amending the zoning designation of a portion of 500 Maple Road from Recreation Conservation District to Community Facilities District, and

WHEREAS, a UBMD medical office building is being constructed on a portion of 500 Maple Road. The Town of Amherst has considerable interests in the surrounding community facilities, such as the Northtown Center, in providing recreational services, and in financing this project all of which are consistent with the Town's Key Initiative for revitalization, and

WHEREAS, subsequent to the commencement of development activities at 500 Maple Road, due to evolving economic conditions, post-pandemic changes in the demand for and provision of medical services, and availability of recently adopted mixed-use zoning districts indicate that the subject area may be more appropriately designated for mixed land uses and a corresponding zoning district, rather than Community Facilities (CF).

NOW THEREFORE BE RESOLVED that the Amherst Town Board directs the Planning Department to conduct simultaneous consideration of an amendment to Bicentennial Comprehensive Plan and an associated zoning change for portions of the property located at 500 Maple Road relevant to the UBMD office building.

4/25/2022
Consent

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

2. Resolution 2022-395

Urgent Need Certification

WHEREAS, the State of New York received a special appropriation of funds from the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act to the Community Development Block Grant program (CDBG-CV) to respond to the COVID-19 pandemic; and

WHEREAS, the Town lacks adequate emergency communications equipment to serve Northern Amherst, resulting in threats to health and safety for emergency responders and the public; and

WHEREAS, the Pandemic's increase in emergency call volume and current safety protocols have exacerbated the communications issues and to rectify the situation the Town's Emergency Services and Safety Department requests to seek State CDBG-CV funds to design and construct a new Northern Amherst Communications Tower; and

WHEREAS, to access State CDBG-CV funds, these activities warrant certification as an urgent need, in accordance with 24 CFR 570.208(c) and community development staff has prepared the urgent need certification documentation; now therefore

BE IT RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, to sign the Urgent Need Certification and Documentation for the Northern Amherst Communications Tower.

4/25/2022
Consent

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

B. DEPUTY SUPERVISOR BERGER:

1. Resolution 2022-396

Approval for Travel

As the Liaison of the Clean Energy Community Committee and Energy Conservation Citizens Advisory Committee, I am requesting approval to travel to Albany to participate in the New York Power Authority's Customer Clean Energy Exchange 2022 on May 11, 2022.

I am requesting the Town cover expenses not to exceed $788.95.

4/25/2022
Consent

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

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-397

Eggertsville Drainage Improvements - Order Calling Public Hearing (Bond - $875,000)

AGENDA ITEM - APRIL 25th, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Eggertsville Drainage Improvements**
2022-2027 C.I.P. - Project No. E-26
Order Calling Public Hearing - $875,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on May 23, 2022 at 7:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - April 25, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Sarah Burow, Engineer Assistant (*w/attachment*)

4/25/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2022-398

Order Calling Public Hearing - Bond $410,000

AGENDA ITEM - APRIL 25th, 2022

TO: **Town Board**

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

DATE: April 20, 2022

RE: 2022 Waterline Replacements - Bauman Road
2022-2027 C.I.P. - Project No. E-30
Order Calling Public Hearing - $410,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on May 23, 2022 at 7:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - April 25, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Marc Bellacose, Junior Municipal Engineer (*w/attachment*)

4/25/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2022-399

2022 Engineering Department Equipment & Vehicle Bond Order Calling Public Hearing (Bond - $432,000)

AGENDA ITEM - APRIL 25th, 2022

TO: Town Board

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

DATE: April 20, 2022

RE: 2022 Engineering Department Equipment & Vehicle Bond
2022 C.I.P. - Project No. E-1
Order Calling Public Hearing - $432,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on May 23, 2022 at 7:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - April 25, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Vaishali Reberholt, PE, CPESC, Assistant Municipal Engineer (*w/attachment*)

4/25/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

4. Resolution 2022-400

Engagement Letter - Hurwitz & Fine, P.C. (CRS# 3319)

AGENDA ITEM : APRIL 25, 2022

TO: Town Board

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

DATE: April 20, 2022

RE: Engagement Letter With Hurwitz & Fine, P.C. (CRS #3319)
Tort and Civil Litigation Matters

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter for tort and civil litigation services pending successful completion of the CRS.

The handling attorney, Stephen Sorrels, Esq., has left his prior firm, Feldman Kieffer, LLP, and the Town Attorney is authorizing his continued handling and oversight on several litigation cases that he was previously assigned.

All rates will remain the same.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - April 25, 2022**)

4/25/2022
Consent

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

5. Resolution 2022-401

Settlement Agreement - Oliveri V. Town of Amherst (CRS# 3320)

AGENDA ITEM : APRIL 25, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Settlement Agreement : Oliveri v. Town of Amherst**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Settlement Agreement in full and final settlement of the above matter pending successful completion of the CRS.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - April 25, 2022**)

4/25/2022
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

6. Resolution 2022-402

Settlement of Article 7 Matter - Amherst Care Group V. Town of Amherst

AGENDA ITEM : APRIL 25TH, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Settlement of Article 7 Matter**
Amherst Care Group v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(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 : April 25, 2022**)
Emily Murphy, Town Assessor

4/25/2022
Consent

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

7. Resolution 2022-403

Settlement of Article 7 Matter - Samuel & Joanne Shatkin, Jr.; Carol Todaro; Cynthia P. LoVullo; and Mary E. Jacobi V. Town of Amherst

AGENDA ITEM : APRIL 25TH, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Settlement of Article 7 Matter**
Samuel & Joanne Shatkin, Jr.; Carol Todaro; Cynthia P. LoVullo; and Mary E. Jacobi v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(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 : April 25, 2022**)
Emily Murphy, Town Assessor

4/25/2022
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 2022-404

Edmunds GovTech Tax Software Support Contract CRS #3238

Please authorize the Supervisor to sign the Annual Software & Support Agreement with Edmunds GovTech, for the Tax Collection System. This agreement is valid 1/1/2022-12/31/2022.

4/25/2022
Consent

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

2. Resolution 2022-405

Edmunds GovTech Clerk Licensing System CRS #3237

Please authorize the Supervisor to sign the annual software & support agreement with Edmunds GovTech for the Town Clerk Licensing System. This agreement is valid from 5/1/22-4/30/23.

4/25/2022
Consent

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

3. Resolution 2022-406

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Amherst and resides within the Swormville Fire District.

4/25/2022
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 2022-407

Fire Inspection - 2 Week Education Program

Request Town Board approval to send 1 Fire Inspector to attend a 10-day training in Montour Falls, NY for a Fire Inspector 1 and Fire Inspector 2 program. The use of 1 town vehicle will be used for travel. The NYS Office of Fire Prevention & Control is offering the program at the NYS Academy of Fire Science on July 25, 2022 - August 5, 2022 at 600 College Ave, Montour Falls, NY 14865.

4/25/2022
Consent

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 2022-408

Budget Transfers and Amendments

For April 25, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller

Date: 4/19/2022
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:***
A3120.2200 Police - Passenger Vehicles $12,475	A3120.9000 Interfund Transfers $12,475
To transfer funds from Police into capital project KP2209 APD Vehicles.	
N2030.4000 YWCA of WNY $6,000	N2069.4000 Northwest Comm. Center $6,000
To transfer funds from YWCA of WNY into Northwest Amherst Community Center per RES 2022-301, approved on 4/11/2022.	
KP2104.4979 Contingency $44,500	KP2104.4972 Construction $44,500
To transfer funds from contingency to construction in KP2104 Amherst Gateway Park.	
A7141.4120 Clearfield - Training $40.00	A7253.4040 Ice Rink - Travel $40.00

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
KP2209.05031 Interfund Transfers $12,475	KP2209.2200 $12,475
To increase the budget for capital project KP2209 APD Vehicles for transfer from Police A3120.2200.	
N0001.20080 CDBG Income $374,000	N2069.4000 Northwest Comm. Center $374,000
To record the budget amendment for RES 2022-301 for Northwest Amherst Community Center.	
N2140.02785 AMH HOME- PI $4,915.13	N2140.4000 Contractual $4,915.13
To recognize Community Development program income from 4547 Chestnut Ridge, Amherst.	
N2123.02785 CDBG & VG PI $19,168.80	N2123.4000 Admin $19,168.80
N2125.02785 CDBG & VG Admin $4,792.20	N2125.1000 Personal Services $4,451.65
	N2125.8030 FICA $340.55
To recognize Community Development program income from 6 Belvoir, Williamsville.	
N2256.03089 State Aid- Grants $63,830.00	N2256.4000 Contractual $57,447.00
	N2256.1000 Personal Services $5,929.40
	N2256.8030 FICA $453.60
To recognize State Aid from NYS Commissioner of Taxation & Finance for State ACH Grant #1S07.	
KP2116.02770 Other Revenue $8,615.50	KP2116.2150 Equipment $8,615.50
To recognize revenue and increase expenditures for KP2116 Knox Box Project for PO22200267.	

4/25/2022
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 2022-409

Award Bid #2022008 - Town Wide Roofing - CRS #3274

WHEREAS, the Contract Compliance and Administration Department received bids on March 31, 2022 for Bid #2022008 Town Wide Roofing; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Jos. A. Sanders & Sons, Inc.; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract with Jos. A. Sanders & Sons, Inc., pending successful completion of the contract routing process, as a new contract is needed prior to expiration of the existing contract on May 4, 2022.

4/25/2022
Consent

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

2. Resolution 2022-410

Award RFP #202201 - Professional Planning & Grant Services - CRS #3290-3300 / 3302-3313

WHEREAS, the Contract Compliance and Administration Department received proposals on February 10, 2022 for RFP #202201 - Three Year Term Agreements for Professional Planning and Grant Services; and

WHEREAS, the RFP process resulted in responses from twenty-three (23) vendors in seven different categories (1. Inventory and Analyses, 2. Community Planning, 3. Architecture and Urban Design, 4. Grant Preparation and Administration, 5. Public Engagement, and 6. Development Regulations and 7. Environmental Review & Report Preparation); and

WHEREAS, a review committee compromised of Planning Department and Economic Development staff reviewed the proposals and the results are recorded in the attached RFP Evaluation Sheets; and

WHEREAS, the vendors and CRS identification numbers are as follows:

Vendor	CRS #
Architectural Resources	3290
Bergmann	3291
Buffalo Niagara Waterkeeper	3292
C&S	3293
Code Studio	3294
Dover Kohl & Partners	3395
EDR	3296
Fisher Associates	3297
Flynn Battaglia	3298
High Road Community Planning	3299
Highland Planning	3300
Joy Kuebler	3302
LaBella	3303
Connie D. Miner & Co.	3304
Moule & Polyzoides	3305
Rotella Grant Management	3306
Shook Kelley	3307
Molly Vendura	3308
Wendel	3309
WSP	3310 & 3311
WWS Planning	3312 & 3313

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the RFP Planning/Grant Term Agreements, to the vendors identified above, a sample of which is attached to this resolution (insurance requirements are subject to change based on review by the Town Attorney); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the individual term agreements, pending successful completion of the contract routing process.

4/25/2022
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 2022-411

Purchase of 1-Year Identifix Government Subscription - Vehicle Maintenance and Repair Program CRS# 3315

We respectfully request the Town Board to authorize the expenditure of $1,428.00 for a One-Year Subscription for Identifix ($119.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is an online-only subscription and Identifix representatives will not be on site. The total amount for the one-year subscription is $1,428.00 and funding will be available from the Sewer Maintenance account G 9000 - 4240.

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

4/25/2022
Consent

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

2. Resolution 2022-412

Audubon Library Expansion - Change Order No. 1 CRS No. 3316

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $5,535.00. This change will cover the costs associated with upsizing and extending the existing restroom sanitary line that was exposed during demolition and found to be in need of replacement.

Funding for this contract shall be from project account KP2126.4972.

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

4/25/2022
Consent

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

3. Resolution 2022-413

Audubon Library Expansion Special Inpections Amendment CRS No. 2972

The Town Of Amherst entered into contract with Encorus Group on 11/03/21 to perform third party special material inspections at the specified rates attached and an estimated not-to-exceed value of $5,000.00. At this time, we request the contract be amended to a not-to-exceed amount of $15,000.00 as additional inspections shall be required for the above referenced project. All previously approved rates will remain unchanged.

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

4/25/2022
Consent

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

4. Resolution 2022-414

WPCF Emergency Purchase of Sodium Hypochlorite Solution Bison Laboratories Inc. CRS No. 3314

The Engineering Department, WPCF Division is requesting that the Town Board approve an emergency purchase made with Bison Laboratories Inc. This purchase was necessary because Bison Laboratories, the awarded vendor for CRS-CMS 1471-1798, TOA Bid 2019022 Sodium Hypochlorite Solution would not honor the contracted pricing. We made this purchase on TOA purchase order 22210028 at the lowest cost that Bison would agree to. The total cost for this purchase will be $7,200.00, which is $3,625.00 over the

contracted price. We are currently working with Contract Compliance and the Attorney's Office on how to handle future purchases.

Funds for this request are available in G9916-4830.

4/25/2022
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

5. Resolution 2022-415

Godwin Pump Repair – Labor Charges Xylem Dewatering Solutions, Inc. CRS - 3284

The Engineering Department - WPCF currently utilizes Godwin portable pumps at the plant and throughout the TOA at various lift stations during storm events and station failures. These pumps are periodically in need of service and repair and although we currently have TOA bid 2020033A that covers pump parts, we do not have an agreement to cover these sole source labor charges specifically for Godwin Pumps.

The WPCF is requesting that the Town Board authorize the Supervisor to sign the attached agreement with Xylem Dewatering Solutions that covers the labor charges for our Godwin pump repairs, this agreement will work in conjunction with TOA bid 2020033A Pump Parts.

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

Funding for this request will be Town-wide and various

4/25/2022
Consent

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

6. Resolution 2022-416

WPCF Structure Caulk & Associated Supplies Building Construction Distribution & Supply (CDS) CRS No. 3301

As per the Town's procurement policy, two (2) quotes were obtained for this purchase and as such, the Engineering Department-Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign an agreement with Construction Distribution & Supply (CDS) to supply building structure caulk and associated supplies as outlined in CRS 3301. The term of this contract will be from the date of contract execution through December 31, 2022, pending CRS approval.

Funds not-to-exceed $10,000.00 will be available from KP1725-4972.

Thank you for considering this request.

4/25/2022
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 Councilmember Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

7. Resolution 2022-417

JDV Sludge Conveyor Replacement Parts (REVISED) JDV Equipment Corporation CRS No. 3187

On March 14, 2022, the Engineering Department received approval through resolution 2022-289 to have the Supervisor sign CRS 3187, pending successful completion of the contract routing system. Because of some delays between the TOA and JDV Equipment Corporation, the original quotes, good for 30 days, have expired.

As such, the Engineering Department is requesting that the Town Board authorize the Supervisor to sign a revised agreement to procure the required JDV Conveyor replacement parts listed on JDV's proposals 2022-8035.2 U-500 spare parts, 2022-8022.2 5.0-hp. gear and motor, and 2022-8022.2 7.5-hp. gear and motor. The total cost for this procurement is $34,689.50. The required parts are "Sole Source" and purchased directly from the Original Equipment Manufacturer JDV Equipment Corporation.

The WPCF would also ask the Town Board for a waiver from insurance requirements, as JDV Equipment would utilize a third party delivery service.

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

Funding will be available in KP 1725-4972.

Thank you for considering this request.

4/25/2022
Consent

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

8. Resolution 2022-418

WPCF Disinfection & Metering System Improvements AECOM - Professional Services Amendment No. 3 CRS No. 3276

At the May 8, 2017 Town Board Meeting, the owner-engineer agreement to AECOM USA, Inc. for professional study, design, bid and inspection associated with the WPCF: Disinfection and Metering System Improvements Project was approved (RES-2017-609) in the not-to-exceed amount of $259,739.00.

At this time, we are requesting the Town Board to approve the above referenced Amendment #3 (attached as Exhibit K), which calls for an increase of $56,659.00 for additional engineering services associated with the WPCF Disinfection and Metering System Improvements Project. This amendment will cover the costs associated with the Engineer providing an additional 480-hours which is equivalent to approximately 20-hour/week over the remaining 5 month construction period for Construction Administration and Inspection Services.

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

Thank you for considering this request.

4/25/2022
Consent

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

9. Resolution 2022-419

Emergency Purchase Authorization - CATCO CRS No. 3286

The Engineering Department is requesting that the Town Board approve an emergency purchase made with Concrete Applied Technologies Corp (CATCO) for the emergency repair of the sanitary sewer collapse at Campbell Boulevard. CATCO has the contract with Erie County for this type of work and have honored the County contract pricing for this repair (invoice attached).

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

The total amount for this repair is $181,911.54 and the funding source for this request is to-be-determined.

4/25/2022
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2022-420

Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine Company - CRS # 3278

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the County of Monroe contract with CORFU MACHINE COMPANY, INC, 1977 Genesee Street, Corfu, New York 14036 to provide services and repairs of hydraulic cylinders.

The Monroe County and Corfu Machine Company Bid Reference # 0206-21 for repair of Hydraulic Cylinders. Contract term extension is 4/1/2021 through 3/31/2023.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the contract routing system (CRS#3278) and the approval of the Town Attorney.

4/25/2022
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 2022-421

Extended Sick Leave of Absence Without Pay/Town Clerk

Please authorize an Extended Sick Leave of Absence Without Pay to Eileen Kielich, Clerk Typist at the Town Clerk's Office. Effective April 19, 2022 through June 17, 2022.

4/25/2022
Consent

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

2. Resolution 2022-422

Youth Service Project Coordinator

Please appoint a Youth Service Project Coordinator to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 26, 2022 at an annual salary of $56,402, Grade 10, Step H for Antonella Stravalaci.

This is a promotion for an employee currently serving as Youth Service Program Coordinator.

4/25/2022
Consent

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

3. Resolution 2022-423

Refuse Control Officer/Highway Department

Please appoint a Refuse Control Officer to the Highway Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 26, 2022 at an annual salary of $59,207, Grade 13, Step E for Jame Olivieri.

This is a transfer for an employee currently serving as MEO/Engineering to Refuse Control.

4/25/2022
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

4. Resolution 2022-424

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 26, 2022, at an hourly rate of $17.06, Step A for Colton McKenna.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted due to a retirement.

4/25/2022
Consent

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

5. Resolution 2022-425

Resource Coordinator/Youth & Recreatiion

Please appoint a Resource Coordinator to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 26, 2022 at an annual salary of $83,564, Grade 18, Step J for Janice Zapfel.

This is a promotion for an employee currently serving as Program Supervisor(Youth & Recreation).

4/25/2022
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2022-426

To Authorize the Town Supervisor to Extend the Contract with Sara Svisco for Graphic Design Work on the Advance Amherst Recovery Plan CRS #3287

WHEREAS, the Town had a contract with Marissa Colucci and Sara Svisco dated July 26, 2021 to use Planning Department funds to complete graphic design work on the Advance Amherst Recovery Plan, and

WHEREAS, the contract expired on December 31, 2021 and was extended until February 28, 2022, and

WHEREAS, several changes remain necessary to the Recovery Plan, that is included under this extended contract, and

WHEREAS, the Planning Department requests another contract extension until June 30, 2022 with the rest of the contract to be completed only by Sara Svisco, now therefore,

BE IT RESOLVED, that the Town Board of the Town of Amherst hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to extend the Graphic Design agreement with Sara Svisco through June 30, 2022.

4/25/2022
Consent

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

2. Resolution 2022-427

To Authorize Community Development to Exceed the $40,000 Loan Limit for a Household on Oakwood Drive

WHEREAS, the Town Community Development Program originates and approves housing rehabilitation loans up to $40,000 for eligible homeowners using HOME & CDBG funds; and

WHEREAS, homeowners on Oakwood Drive needs substantial work done to their home including a roof replacement; replacement of the doors & windows; and lead-based paint remediation; and

WHEREAS, Community Development is requesting permission to extend additional housing rehabilitation loan funds to this household not to exceed $50,000;

NOW THEREFORE, BE IT RESOLVED THAT the Town of Amherst authorizes Community Development to exceed the $40,000 loan limit using CDBG funding for this household, not to exceed $50,000.

4/25/2022
Consent

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

Q. POLICE:

1. Resolution 2022-428

Travel & Training Request Basic Criminal Investigations Course

TOWN BOARD AGENDA ITEM : APRIL 25, 2022

TO: **Town Board**

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

RE: **Travel & Training Request**
Basic Criminal Investigations Course

Kindly adopt a Resolution authorizing two (2) detectives to attend the above entitled training course. This course is being held at Niagara County Community College from April 25, 2022 through May 6, 2022. The detectives will utilize a police car to travel to the course. The cost for this course is approximately $700.00.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 25, 2022)**

4/25/2022
Consent

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

2. Resolution 2022-429

Emergency Purchase Authorization Plumbing Backup at Bailey Avenue Training Facility (CRS# 3285)

TOWN BOARD AGENDA ITEM: APRIL 25, 2022

TO: **Town Board**

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

RE: **Emergency Purchase Authorization**
Plumbing Backup at Bailey Avenue Training Facility (CRS# 3285)

Kimil Construction

Kindly adopt a resolution authorizing the Town Board to approve an emergency purchase made with Kimil Construction for work done at the Bailey Avenue Training Facility to clear the north end lateral lines due to a sewer backup inside the building. The Engineering Department's Sewer Maintenance Division was able to assist to clear the south end lateral. The Emergency Purchase Documentation Form is attached. The cost of this repair is $690.00 (formal invoice to follow). This request is pending successful completion of the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 25, 2022)**

4/25/2022
Consent

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

3. Resolution 2022-430

Agreement Between the Town of Amherst (Police) and Amherst Boarding Kennel, LLC (CRS#3181)

TOWN BOARD AGENDA ITEM: APRIL 25, 2022

TO: **Town Board**

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

RE: **Agreement between the Town of Amherst (Police) and Amherst Boarding Kennel, LLC (CRS#3181)**

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 25, 2022)**

4/25/2022
Consent

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

4. Resolution 2022-431

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility United States Environmental Protection Agency (CRS#3280)

TOWN BOARD AGENDA ITEM: APRIL 25, 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
United States Environmental Protection Agency (CRS#3280)

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 25, 2022)**

4/25/2022
Consent

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

R. SENIOR SERVICES:

1. Resolution 2022-432

Class Instructor/Sub-Contractor Commitment Form - CRS# 3267

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Fitness Instructor, Marilyn Ciavarella.

4/25/2022
Consent

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

2. Resolution 2022-433

Class Instructor/Sub-Contractor Commitment Form CRS# 3268

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Line Dance Instructor, Bonnie Crosby.

4/25/2022
Consent

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

3. Resolution 2022-434

Class Instructor/Sub-Contractor Commitment Form CRS# 3266

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor commitment Form between the Town of Amherst (Department of Senior Services) and Fitness Instructor, Jean Widlicka.

4/25/2022
Consent

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

4. Resolution 2022-435

Class Instructor/Sub-Contractor Commitment Form CRS# 3265

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Quilting Instructor, Janice Brecht.

4/25/2022
Consent

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

S. YOUTH AND RECREATION:

1. Resolution 2022-436

Authorization to Pay Vendor

Authorize the partial payment of encumbered PO 22116546 in the amount of $1,704.00 to Enersys for the emergency replacement of ice resurfacer battery cells.

4/25/2022
Consent

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

2. Resolution 2022-437

Waterflow Switch Replacement - CRS #3275

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Davis-Ulmer for a waterflow switch replacement at the North Amherst Recreation Center.

4/25/2022
Consent

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

3. Resolution 2022-438

Kitchen Flooring - Golf Course - CRS #3256

Authorize the Supervisor to sign a contract between the Town of Amherst and Fairway Floor Covering Inc. for removal and replacement of the kitchen floor at the Audubon Golf Course in order to meet code enforcement regulations.

4/25/2022
Consent

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

4. Resolution 2022-439

CPO Training

Authorize Connor Geraci to attend Certified Pool Operator Training in North Tonawanda, NY on May 17-18, 2022. Also authorize use of a town vehicle.

4/25/2022
Consent

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

5. Resolution 2022-440

Travel Authorization

Authorize Eric Guzdek, Marc Bellacose, Brian Bush and Brad Waltz to travel to Montreal, Canada on May 3-4, 2022 to meet with representatives from CIMCO to discuss the new CO2 ice plant. Also authorize the use of a town vehicle.

4/25/2022
Consent

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

6. Resolution 2022-441

Summer Concert - CRS #3279

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the American Legion Band of the Tonawandas for a concert at Bassett Park on July 27, 2022.

4/25/2022
Consent

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

7. Resolution 2022-442

Summer Concert - Bobby Militello - CRS #3281

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and BMCE, Inc. for a concert to be performed at Bassett Park on August 3, 2022.

4/25/2022
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 2022-33

Letter from Ciminelli Real Estate Corporation

Letter from Erik Wagner of Ciminelli Real Estate Corporation.

4/25/2022
Referred to Town Attorney & Planning.

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

2. Communication 2022-34

725 LeBrun Road - Request for Building Permit

Letter received from Lisa and Scott Friedman regarding their request to obtain a building permit for 725 LeBrun Road.

4/25/2022
Referred to Town Attorney, Building, Planning & Historic Preservation Commission.

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

3. Communication 2022-35

The Village Ellicott Creek Dam Concern of Water Level

Email received by Supervisor Kulpa from the Law Offices of Howard Cadmus regarding the Villages responsibility to maintain the Ellicott Creek Dam, dated April 20, 2022.

4/25/2022
Referred to Town Attorney, Engineering, Planning, Facilities, Finance & Village of Williamsville.

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

4. Communication 2022-36

Concerns of Ellicott Creek's Current Water Levels

Email received by Supervisor Kulpa from Russell Moon, President of Jolly Boys of Williamsville regarding concerns of Ellicott Creek's current water levels.

4/25/2022
Referred to Town Attorney, Engineering, Planning, Facilities, Finance & Village of Williamsville.

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

5. Communication 2022-37

Notice of Claim: Bridget Prichard Vs. Town of Amherst

4/25/2022
Referred to Town Attorney.

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

6. Communication 2022-38

Notice of Claim: Colin Blatz Vs. Town of Amherst

4/25/2022
Referred to Town Attorney.

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

7. Communication 2022-39

Notice of Claim: Thomas E. Lewin Vs. Town of Amherst

4/25/2022
Referred to Town Attorney.

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

8. Communication 2022-40

Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.

4/25/2022
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. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth one unlisted item. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. Suspension of Rules was opened at 7:13 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Suspension of Rules was closed at 7:14 PM.

1. Resolution 2022-443

Award Bid #2022005 – Organic Polymer Flocculant

Suspension to Town Board Agenda Item April 25, 2022

TO: **Amherst Town Board**

FROM: **Lynda L. Juul, Director of Finance**

DATE: **April 22, 2022**

RE: **Award Bid #2022005 - Organic Polymer Flocculant**

WHEREAS, the Contract Compliance and Administration Department received bids on February 24, 2022 for Bid #2022005 Organic Polymer Flocculant; and

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

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

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract with Solenis LLC, pending successful completion of the contract routing process, due to the fact that the department is currently without a contract.

4/25/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was opened at 7:14 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 7:14 PM.

XIX. 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 April 25, 2022 was adjourned at 7:14 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 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.

4/11/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unaimously approved 5-0.

4/25/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unaimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 5/9/2022 7:00 PM**
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 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: 04/25/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25607 **RESOLUTION 2022-346** **ADOPTED**

Adoption of Local Law to Amend the Zoning Map (6621 Main Street & 20 Oakwood Drive, Z-2021-11)

April 25, 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 concurs with the findings of the Planning Board as stated in their resolution of February 17, 2022 that the proposed Office Building (OB) zoning at 6621 Main Street and 20 Oakwood Drive 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 Office Building (OB) zoning at 6621 Main Street and 20 Oakwood Drive is consistent with the adopted Bicentennial Comprehensive Plan because the proposal provides office uses as established by Section 3.3.4 of the Bicentennial Comprehensive Plan and depicted by Figure 6 of the plan, 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) and Residential District Three (R-3) to Office Building (OB) district.

4/11/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:29 PM.

Attorney Ari Goldberg, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the April 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:33 PM.

4/25/2022
A motion to adopt the SEQR determination and to Amend the Zoning Map 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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Director

Daniel J. Ulatowski, A
Assistant Planning Dire

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Town Board Agenda of April 11, 2022

March 29, 2022

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

Subject: Request to rezone 0.85 ± acres of land from GB and R-3 to OB, Z-2021-11; property located at 6621 Main Street and 20 Oakwood Drive, Valdemar Blaszak, Petitioner.

Honorable Members:

The subject properties total 0.85 ± acres and are comprised of 2 separate parcels located at the southeast corner of Main Street and Oakwood Drive approximately 0.5 ± miles west of the intersection of Transit Road.

The Main Street site is currently occupied by a vacant restaurant and associated parking lot. At the site located on Oakwood Drive there is a sand volleyball court surrounded by grass and existing vegetation.

Main Street is a New York State highway designated as a major arterial and Oakwood Drive is a local street in the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request is to allow for the future development of a dental office/laboratory. The concept plan illustrates the construction of a two-story building and has a footprint of approximately 4,900 square feet. The concept plan also shows parking that fronts on Main Street as well as parking located adjacent to the single-family home to the south of the subject site. Landscaping is included at the east, west, and south property lines and a masonry wall is shown at the corner of Main Street and Oakwood Drive.

On May 15, 2000, the Town Board approved a rezoning request (Z-2000-06) for the property at 6621 Main Street from R-3 to GB to bring the zoning into conformance with the existing land use. There are no previous rezoning applications for the parcel located at 20 Oakwood Drive.

Honorable Town Board

Rezone land from R-3 and GB to OB;
property located at 6621 Main Street
and 20 Oakwood Drive
Agenda of April 11, 2022

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Figure 6 of the Bicentennial Comprehensive Plan depicts the subject properties as a 'Commercial-Office' land use. As described in the Comprehensive Plan this land use designation is used for complimentary and appropriately scaled professional offices. Individual office developments like the subject request are separate from traditional business parks and do not require large plots of land, which in turn makes them a good fit as a component of a larger mixed-use corridor. Commercial offices, according to the Comprehensive Plan, should meet certain principles. The concept plan provided seeks to meet the principles such as: location on a corner lot along an existing commercial arterial (Main Street) in close proximity to similar land uses; and access to the site proposed in the concept plan includes a curbcut on both Main Street and Oakwood Drive which will provide circulation through the site without creating conflict with the adjacent properties. The concept plan also includes a vegetative buffer on the east, west, and south property boundaries in an attempt to limit the impact to adjacent properties. The concept plan is consistent with the 'Commercial-Office' land use designation as described in §3.3.4 of the Bicentennial Comprehensive Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan. A full technical review for compliance with the Zoning Ordinance will take place at site plan review.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The properties to the north, east and west of the subject rezoning are zoned Office Business (OB) and the properties to the south of the subject site are zoned Residential District 3 (R-3). A rezoning of the subject parcels to OB would further advance a goal of the Zoning Ordinance to bring gradual conformity of land uses to be consistent with the Bicentennial Comprehensive Plan. With adequate buffering and screening to adjacent single-family homes, the proposed land use will be compatible and consistent with the surrounding development.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted Action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete and the proposal is not expected to have a significant adverse effect on the environment.

RECOMMENDATION

The Planning Board at their meeting of February 17, 2022 recommended that the Town Board find that the requirements of SEQR are complete and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Honorable Town Board

Rezone land from R-3 and GB to OB;
property located at 6621 Main Street
and 20 Oakwood Drive
Agenda of April 11, 2022

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

Very truly yours,

DANIEL C. HOWARD, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_TBletter 041122.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval February 17, 2022
Ayes 6, Noes 0, Absent 1 (Gill)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2021-11

FEB24'22 PM 4:51 RCVD

PETITIONER

Valdemar Blaszak
c/o Jeff Palumbo, Esq.
Barclay Damon LLP
9276 Main Street, Suite 3
Clarence, NY 14031

PROPERTY LOCATION

6621 Main Street & 20 Oakwood Drive

WHEREAS the Town of Amherst Planning Board on Thursday, February 17, 2022 held a public hearing on the proposed rezoning of land from General Business District (GB) and Residential District Three (R-3) to Office Building District (OB), and

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

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

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

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

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

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

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

E. The proposed change does tend to improve the balance of uses, and does not meet a specific demand in the Town.

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

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

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2021-11

FEB24'22 PM 4:51 RCVD

PETITIONER

Valdemar Blaszak

PROPERTY LOCATION

6621 Main Street & 20 Oakwood Drive

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

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 17, 2022; moved by - Giuliani; seconded by - Kahn; ayes 6, noes 0; absent - Gill.

Robert J. Gilmour, Chair

2-24-22
Date

TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_resolution_021722.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

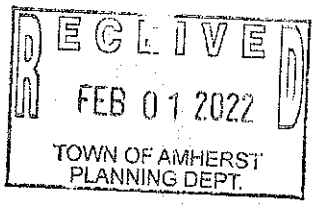
BARCLAY DAMON LLP

Jeffery D. Palumbo
Partner

January 31, 2022

VIA HAND DELIVERY
VIA ELECTRONIC MAIL

Town of Amherst
Town Board
c/o Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221
dulatowski@amherst.ny.us



Re: 6621 Main Street and 20 Oakwood Drive
Petition for Rezoning – First Revised Submission

Dear Honorable Members of the Town Board:

Barclay Damon LLP represents Valdemar Blaszak and VBW Properties LLC ("Petitioner"), owner of 6621 Main Street, SBL 81.08-4-1 and 20 Oakwood Drive, SBL 81.08-4-2.1 ("Properties") in the Town. Petitioner, through an affiliated company, owns the adjacent property at 6599 Main Street where he operates a dental lab. The Properties contain a former vacant bar, volleyball court associated with the bar operation, and unpaved parking. Petitioner is proposing a redevelopment of the Properties into an 8,000 – 9,000 SF, two-story dental office with associated parking to complement the existing dental lab at 6599 Main Street. Petitioner will separately file its site plan application subsequent to this petition.

Petitioner first submitted its Petition on November 15, 2021, seeking to solely rezone 20 Oakwood. After further discussion with the Town Planning Department, Petitioner has revised its request, and Petitioner respectfully requests a Local Law amending Chapter 203 of the Town of Amherst Code to rezone the 6621 Main Street from GB to OB and 20 Oakwood from R-3 to OB and to Amend the Zoning Map, Map D12, accordingly.

Enclosed, please find the following:

1. Petition for Rezoning/Town Application Form
2. Town Zoning Code and Comprehensive Plan Analysis
3. Infill Redevelopment Concept Plan
4. Existing Boundary Survey
5. Legal Description of Proposed Rezone Area
6. Legal Description in the Form of Draft Local Law

9276 Main Street - Suite 3 - Clarence, New York 14031 barclaydamon.com
JPalumbo@barclaydamon.com Direct: (716) 858-3728 Fax: (716) 768-2728

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

7. Environmental Assessment Form
8. Town Environmental Assessment Form Addendum

We look forward to introducing this Petition to the Town Boards and Departments. Thank you for your consideration. Please contact me should you require anything additional.

Very truly yours,

Jeffery D. Palumbo

JDP:amg
Enclosures

Cc: Lee Talley, Long Talley Engineering, P.C. (via e-mail)
Valdemar Blaszak (via e-mail)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Petition for Rezoning/Town Application Form

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: Z-2021-11 **Acreage** .85± **Fee $** 1265.00

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department TV 2/1/22 ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	X
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		_____
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		_____
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	X
TOTAL FEE:		**$** 1265

Fee previously paid November 15, 2021.

Application modifications do not alter size of rezoning request, so fee remains the same.

See subsequent application cover page and filing receipt

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

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: Z-2021-11 Acreage 0.34± Fee $ 1265.00

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department TV 11/15/21 ACCEPTED BY / DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

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

Francene J Spotts

TOTAL FEE: $1265

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

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Town of Amherst
5583 Main St.
Williamsville, NY 14221

* * * RECEIPT * * *

Date: 11/15/21 **Receipt#:** 227251

Quantity	Transactions	Reference	Subtotal
1	Site Plans	SP-2021-11	$1,265.00
		Total Paid:	$1,265.00

Notes:

Payment Type	Amount	Paid By
CK #1295	$1,265.00	Blaszak development Group LLC

Name: Blaszak development Group LLC
6599 Main Street
Williamsville, NY 14221

Clerk ID: CT2

Internal ID: SP-2021-11

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Valdemar Blaszak/VBW Properties LLC by Barclay Damon LLP as agent/attorney

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

Clarence	NY	14031
City	State	Zip Code

Phone: (716) 858-3728 Fax

E Mail: jpalumbo@barclaydamon.com

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

From: R3 (20 Oakwood) and GB (6621 Main) District

To: OB District

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

20 Oakwood Drive and 6621 Main Street

SBL #: 81.08-4-2.1 and 81.08-4-1

4. **Area of land to be rezoned** (in acres): 0.850

5. **Owner of Land**:

Name: 6621 Main St. Inc.

Address: 6621 Main St.

Williamsville	NY	14221
City	State	Zip Code

Phone:

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

Name: Jeffery D. Palumbo, Barclay Damon LLP

Address: 9276 Main Street, Suite 3

Clarence	NY	14031
City	State	Zip Code

Phone: (716) 858-3728 Fax

E Mail: jpalumbo@barclaydamon.com

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

7. Petitioner's interest in property

X Option to purchase
_____ Owner
_____ Other (explain) _____

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

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

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

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development:
Rezone 20 Oakwood Drive from R-3 to OB and 6621 Main Street from GB to OB in anticipation of dental office redevelopment on parcel to the north.

B. Rationale for rezoning request:

1. Why was this site chosen?
Proximity to related dental lab and opportunity to reactivate vacant property.

2. Why cannot land be used with the existing zoning?
GB Zoning and R3 zoning do not alight with adjacent OB zoned parcel.

3. How will this rezoning impact surrounding properties?
None. Low-impact medical office use conforming to other office uses nearby. Development will have substantial landscape buffer and dark sky compatible, downward facing lighting.

4. How will this rezoning impact the school system?
Increased tax revenue; no students.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

12. Quantitative Data:

A. Total # of dwelling units n/a

B. Distribution of dwelling units by type n/a

C. Gross Residential Density per acre n/a

D. Total amount of Open Space approximately 1/4 to 1/3 of property acreage

E. Proposed Non-Residential Floor Area 8,000 - 9,000 SF

13. Development Schedule:

Start upon receipt of building permit

Finish 9-12 months

Stages (# of) 1

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

Petitioner is contract purchaser of 20 Oakwood and 6621 Main Street.

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

Reciprocal Easement or property merger.

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

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

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

see attached analysis.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

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

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

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

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

1. Sanitary Sewer existing Town Sanitary Sewer District
2. Storm Sewer/Drainage Amherst Sewer District # 16
3. Water Erie County Water Authority Lease Managed Area
4. Other n/a

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
see attached analysis.

D. Suitability of the subject property for uses permitted by the current versus the proposed district:
see attached analysis.

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

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

17. The petitioner encloses herewith the sum of $1265 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk. Paid with initial application submission made November 15, 2021

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

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

_____
Signature of Petitioner

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

Notary Public, Erie County, New York _____

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

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

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

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

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

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

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

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Town Zoning Code and Comprehensive Plan Analysis

Town Zoning Code and Comprehensive Plan Analysis
6621 Main Street and 20 Oakwood Drive

Pursuant to § 203-8-3-5 of the Town of Amherst Zoning Code, Petitioner submits the following in support of its Application to rezone 6621 Main Street (SBL 81.08-4.1) from General Business (GB) to Office Building (OB) and 20 Oakwood Drive (SBL 81.08-4-2.1) from Residential District Three (R-3) to Office Building (OB) (collectively "Properties").

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

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan.

The requested rezoning is one step towards a comprehensive infill redevelopment of Properties located along the well-trafficked Main Street Corridor that is characterized by infill office development. Comprehensive Plan at 3.3.4. And, the Comprehensive Plan actively promotes infill development. Comprehensive Plan at 11.2, Priority Action Program #2 – "Provide expanded incentives for reinvestment and revitalization."

However, Comprehensive Plan also sets forth specific sets of considerations for infill office development along the Main Street Corridor and in Southeast Amherst given the close proximity of office uses to residential uses. Comprehensive Plan at 3.3.4 and 3.3.9. Consequently, "close attention must be paid to site/design criteria pertaining to buffering and access management to avoid conflicts with established neighborhoods and commercial corridors," as well as "transitions and buffers/landscaping between residential and nonresidential uses." Comprehensive Plan at 3.3.4 and 3.3.9. Petitioner's rezoning request and subsequent infill redevelopment strikes a balance between the Comprehensive Plan's goals to both actively promote infill development *and* balance the transition between infill office development and established residential neighborhoods.

Petitioner has strategically conceived of the resulting infill redevelopment to avoid impact to the neighboring parcels south of the Properties. A dental office will front along Main Street with the accessory parking lot in the rear. The dental office will match the existing dental lab immediately to the west and other offices and medical offices uses in close proximity. The Petitioner will also include a substantial vegetative buffer and dark sky compatible, downward facing lighting, all to minimize intrusion into the neighboring residential parcels to the south. The result is a balanced infill redevelopment consistent with the Comprehensive Plan.

2. Pursuant to New York State Town Law § 272a(11) . . . . cite all text, map, and/or figures that must be amended to support the proposed zoning at this location.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

The proposed zoning will require a Local Law amending Chapter 203 of the Town of Amherst Code to rezone the Properties to OB and to amend the Zoning Map accordingly.

3. **State why the proposed zoning is consistent with intent and objections of § 203-1-2-2 of the Zoning Code.**

   The rezoning request is the catalyst to reactivate a vacant former bar with an infill redevelopment that "protects the character and values of residential [and] commercial uses and to insure their orderly and beneficial development." Town Zoning Code § 1-2-2.A. The dental office is a low impact commercial use that holds regular business hours and results in minimal traffic. Petitioner's infill redevelopment will further mitigate these low impacts with a substantial vegetative buffer between the employee and patient parking lot and neighboring residential parcel to the south. Moreover, the resulting dental office will match the neighboring dental lab and other medical and office uses along the Main Street Corridor. Town Zoning Code § 1-2-2.D. Additionally, as mentioned above, the rezoning request and subsequent infill redevelopment is consistent with the Comprehensive Plan. Town Zoning Code § 1-2-2.E, K.

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

The rezoning will not result in any change to structures or utility consumption currently servicing the Property, which includes:

1. **Sanitary Sewer** – existing Town Sanitary Sewer District
2. **Storm Sewer/Drainage** – Amherst Sewer District # 16
3. **Water** – Erie County Water Authority Lease Managed area.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood.

Rezoning of Properties will eliminate GB zone in the area and match existing OB zone to the west. Rezoning promotes infill development per Comprehensive Plan goals. Further, the resulting infill redevelopment offer low-impact and office use with substantial buffering to residential parcel to the south.

D. Suitability of the subject property for uses permitted by the current versus the proposed district.

OB is a more restrictive non-residential zone with less permitted uses than GB. Consequently, the OB zone is less impactful to adjoining residential areas.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

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

The rezoning actively promotes infill development, meeting a specific demand of the Comprehensive Plan. The rezoning jumpstarts an infill redevelopment that replaces a vacant use with a productive use, improving the balance of uses. Lastly, the rezoning and resulting infill redevelopment improves the balance and meets a demand for uses that both activate development in a way that balances and respects neighboring residential parcels.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Infill Redevelopment Concept Plan

PARCEL/LOT INFORMATION:

ADDRESS:	6621 MAIN STREET & 20 OAKWOOD DRIVE, AMHERST, NY 14221
TAX MAP ID:	83.08-4-1 83.08-4-2
ZONING DISTRICT:	GB - GENERAL BUSINESS R-5 - RESIDENTIAL DISTRICT 5
OVERLAY DISTRICT:	N/A
DIMENSIONS (FT):	250.52' X 152.50'
PARCEL AREA (ACRE):	0.84

SETBACKS

	MAXIMUM	EXISTING (APPROXIMATE)	PROPOSED (APPROXIMATE)
FRONT	115' BUILDING / 80' VEHICLE USE*	84' / 0'	116' / 6'
REAR	30' BUILDING / 10' VEHICLE USE R/E.*	130'±	93' / 10'
SIDE	10' BUILDING / 5' VEHICLE USE R. R/E.*	33'/ 9'	37' / 10'

* ENTIRE AREA TO BE LANDSCAPED
1. ZONING VARIANCE REQUIRED

LOT COVER

	MAXIMUM	EXISTING	PROPOSED
MAXIMUM	NONE	-	-

PARKING

	REQUIRED	ACTUAL
1 PER 150 SF	32	44
1 PER 200 SF [1]	19	
PARKING SPACE WIDTH	9	9
PARKING SPACE LENGTH	19	19
AISLE WIDTH (ONE WAY)	13	16
AISLE WIDTH (TWO WAY)	24	24

1. 80% OF GROSS FLOOR AREA FOR MULTI STORY/MIXED TENANT
2. 4,800 SF FIRST FLOOR, 4,200 SF SECOND FLOOR ASSUMED

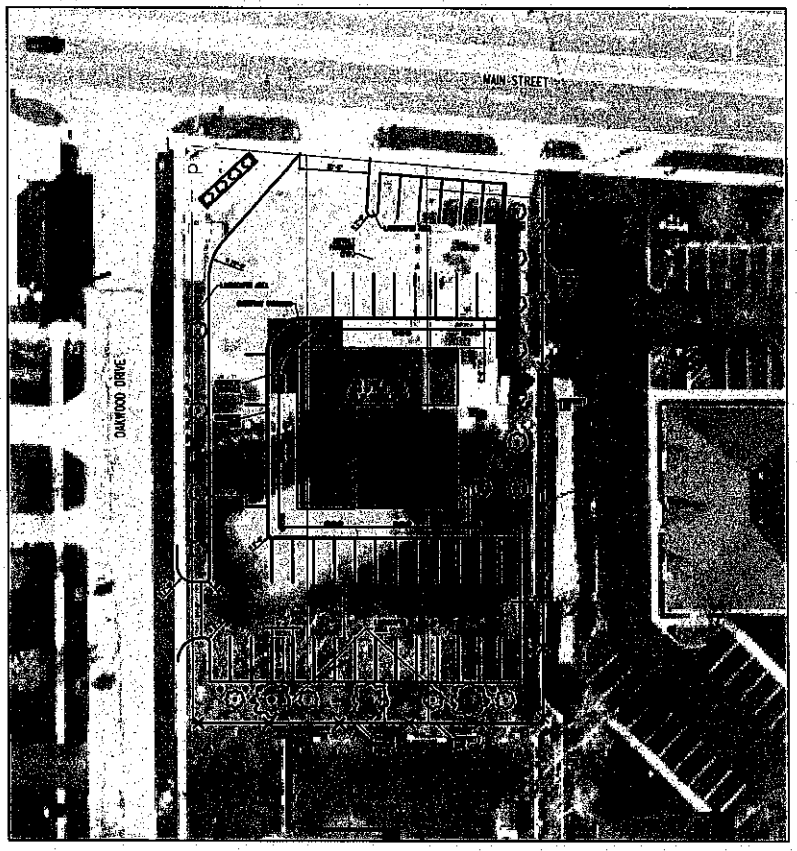
STRUCTURES

BUILDING	GROSS AREA	HEIGHT	TYPE
RESTAURANT (EXISTING)	3600		
OFFICE BUILDING (PROPOSED)	9000 SF	35' FOR FLAT ROOF OR 10 ST YEARS & 11 ROOF ALLOWABLE	TBD DURING FINAL DESIGN

1. NET AREA IS AREA ACCESSIBLE TO THE PUBLIC

SITE PLAN NOTES:

1. PROPERTY LINES SHOWN FOR REFERENCE AND ARE BASED ON SURVEY PERFORMED BY ID-TOPS ARCHITECTURE, ENGINEERING & SURVEY, DPC ON 12/5/2018.
2. THESE PLANS ARE CONCEPTUAL IN NATURE AND SHALL BE UNDERSTOOD AS SUCH. FINAL LAYOUT AND FINISHES TO BE DETERMINED DURING FINAL DESIGN.
3. STORMWATER INSTALLATION AND DESIGN TO BE PERFORMED DURING FINAL DESIGN.
4. THE WORK PERFORMED SHALL BE IN COMPLIANCE WITH ALL APPLICABLE LOCAL BUILDING CODES AND WITH NEW YORK'S LATEST ADOPTION OF THE 2009 INTERNATIONAL BUILDING CODE.
5. DETAILS LABELED AS NOT TO SCALE ARE INTERIOR/ARE NOT DRAWN TO SCALE.
6. LOCATION AND QUANTITY OF HANDICAP ACCESSIBLE PARKING SPACES TO BE DETERMINED DURING FINAL DESIGN.



DENTAL

Long Talley

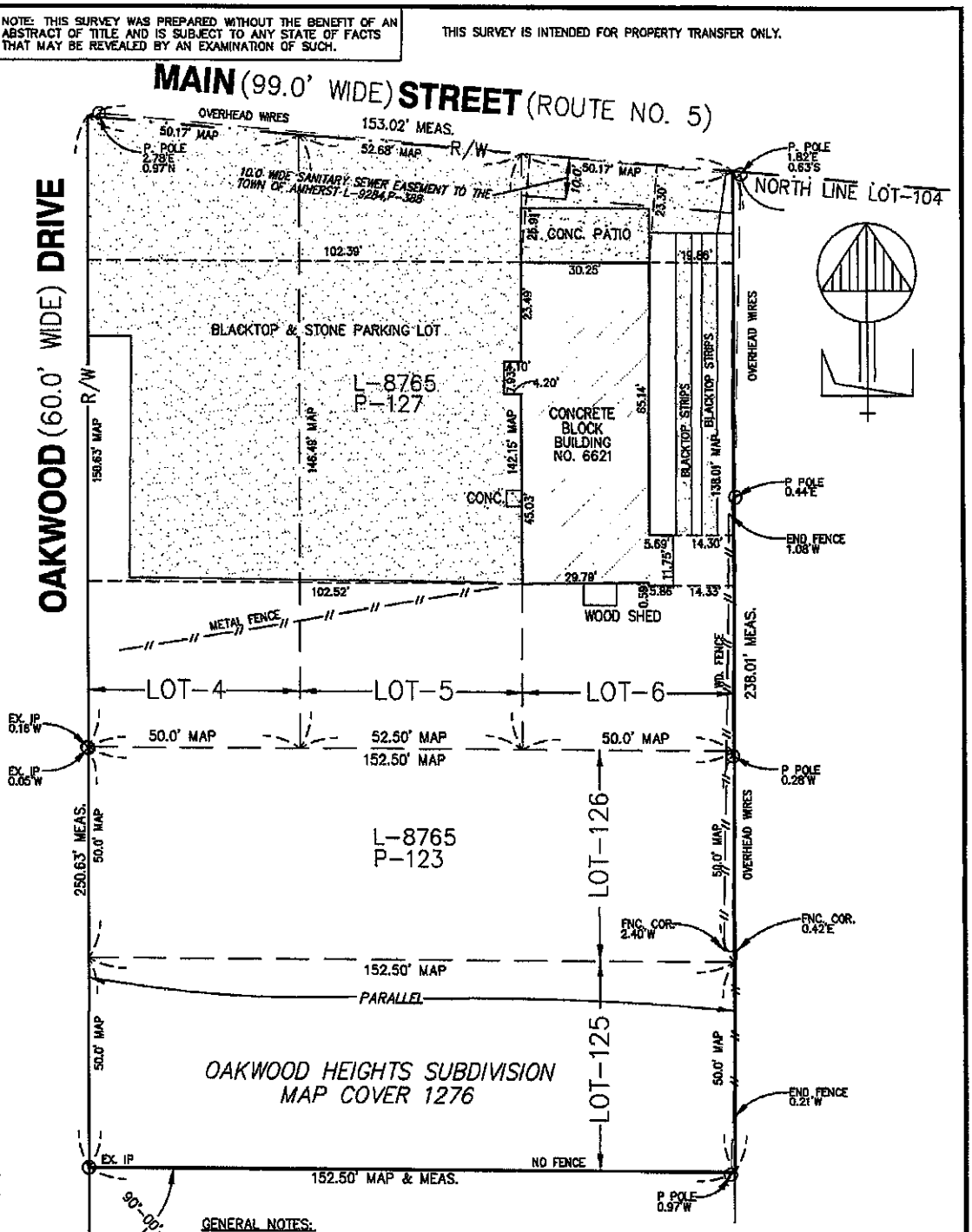
Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Existing Boundary Survey

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

THIS SURVEY IS INTENDED FOR PROPERTY TRANSFER ONLY.



GENERAL NOTES:

1. THIS SURVEY IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD
2. THIS SURVEY IS VOID UNLESS SEALED BY SURVEYOR OF RECORD
3. ○ = SET IRON PIPE OR REBAR
   □ = SET WOOD STAKE
   UNLESS OTHERWISE NOTED

LANDESIGN
SURVEYORS & PLANNERS P.C.
A JOINT VENTURE

NOTE: SNOW CONDITIONS

PART OF L 104 S ____ T 12 R 7 OF THE HOLLAND LAND COMPANY'S SURVEY

VILLAGE OF ____; ~~CITY~~/TOWN OF AMHERST ; COUNTY OF ERIE ; STATE OF NEW YORK

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY, DRAWING, DESIGN SPECIFICATION PLAN OR REPORT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

REVISION	
DATE	DESCRIPTION

SBL No. 81.08-4-4 81.08-4-2.1

KHEOPS
ARCHITECTURE, ENGINEERING & SURVEY, DPC

300 Pearl Street, Suite 500
Buffalo, New York 14202
P. 716.849.8739
F. 716.856.0981
WWW.KHEOPSDPC.COM

DRAWN BY RCR SCALE 1"= 30' JOB NO. 19NY018.72
CHECKED BY DRH FIELD DATE 12-12-19
CAD FILE 6621 MAIN-64423 OFFICE DATE 12-13-19

BOOK 423 PAGE 23 MAP 64423

File: N:\2019_Residential Surveys\19NY018.73 6621Main & 20 Oakwood Map #64423\4 - Technical Data\CADD Drawings\Autocad\6621 MAIN-64423.dwg

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Legal Description of Property to be Rezoned

LEGAL DESCRIPTION

20 Oakwood Drive

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 Number 104, Township 12, Range 7 of the Holland Land Company's Survey and further distinguished as Subdivision Lots Number 125 and 126 as shown on map filed in the Erie County Clerk's Office under Cover No. 1276.

6621 Main Street

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. 104, Township 12, Range 7 of the Holland Land Company's Survey and according to map filed in Erie County Clerk's Office under Cover No. 1276 is known as subdivision lots number four (4), five (5) and six (6), situate on the south side of Main Street, east corner of Oakwood Drive.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Draft Local Law

[word version sent electronically]

LOCAL LAW NO. _____-2022_

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 6621 MAIN STREET FROM GB TO OB AND 20 OAKWOOD DRIVE FROM R-3 TO OB AND TO AMEND THE ZONING MAP ACCORDINGLY

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending the Zoning of 6621 Main Street and 20 Oakwood Drive."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 6621 Main Street from GB General Business to OB Office Building and 20 Oakwood Drive from R-3 Residential District Three to OB Office Building zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from GB General Business to OB Office Building the zoning of 6621 Main Street, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

> ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 104, Township 12, Range 7 of the Holland Land

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Company's Survey and according to map filed in Erie County Clerk's Office under Cover No. 1276 is known as subdivision lots number four (4), five (5) and six (6), situate on the south side of Main Street, east corner of Oakwood Drive; and

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from R-3 Residential District Three to GB General Business the zoning of 20 Oakwood Drive, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number 104, Township 12, Range 7 of the Holland Land Company's Survey and further distinguished as Subdivision Lots Number 125 and 126 as shown on map filed in the Erie County Clerk's Office under Cover No. 1276.

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.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

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

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Environmental Assessment Form

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
6621 Main Street and 20 Oakwood Rezoning

Project Location (describe, and attach a location map):
20 Oakwood Drive, SBL 81.08-4-2.1

Brief Description of Proposed Action:
Rezone 6621 Main Street from GB to OB and 20 Oakwood Drive from R-3 to OB in anticipation of dental office redevelopment on percels.

Name of Applicant or Sponsor:	Telephone: (716) 858-3728
Valdemar Blazak/VBW Properties LLC by Barclay Damon LLP, Jeff Palumbo, as agent/attorney	E-Mail: jpalumbo@barclaydamon.com

Address:
9276 Main Street, Suite 3

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

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

3. a. Total acreage of the site of the proposed action? +/- 0.85 acres
   b. Total acreage to be physically disturbed? +/- 0.00 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/- 0.85 acres

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

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

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

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

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

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

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑

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

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

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

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? * see note below	☐	☑

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

* If the proposed action is within an area designated as containing "sensitive archaeological resources," the EAF Mapper will automatically check "yes" on the PDF of the EAI Sensitivity for archaeological sites usually covers large areas. Proposed action is within the "Intensive Level Historic Resources Survey of Selected [Building] Resources in th of Amherst," Survey No. 17SR0080, which surveyed the entire Town of Amherst and Village of Williamsville, approximately 35,000 acres.

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

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

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

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

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

Applicant/sponsor/name: Valdemar Blaszak as contract purchaser by Barclay Damon LLP Date: January 27, 2022

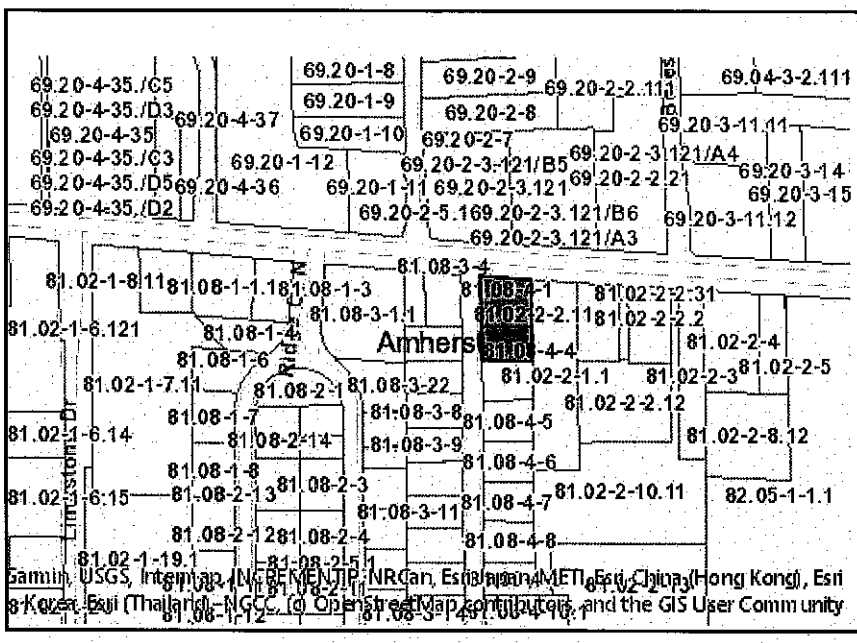
Signature: /s/ Jeffery D. Palumbo Title: agent/attorney

PRINT FORM

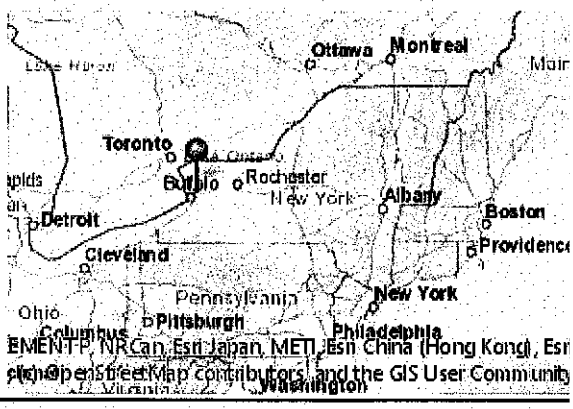
Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

EAF Mapper Summary Report

Thursday, January 27, 2022 5:05 PM



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



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Town Environmental Assessment Form Addendum

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

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Wassaic Silt Loam, 0-3% slopes	very limited	somewhat limited	very limited	somewhat limited	somewhat limited

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

   _____ Geotechnical report attached X Not applicable

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

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

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
   6599 Main Street, 0.396 acres; 6621 Main Street, 0.499 acres

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

   Describe_____

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

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project_____
   Source: _____

   Cannot estimate this stag of desig

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

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

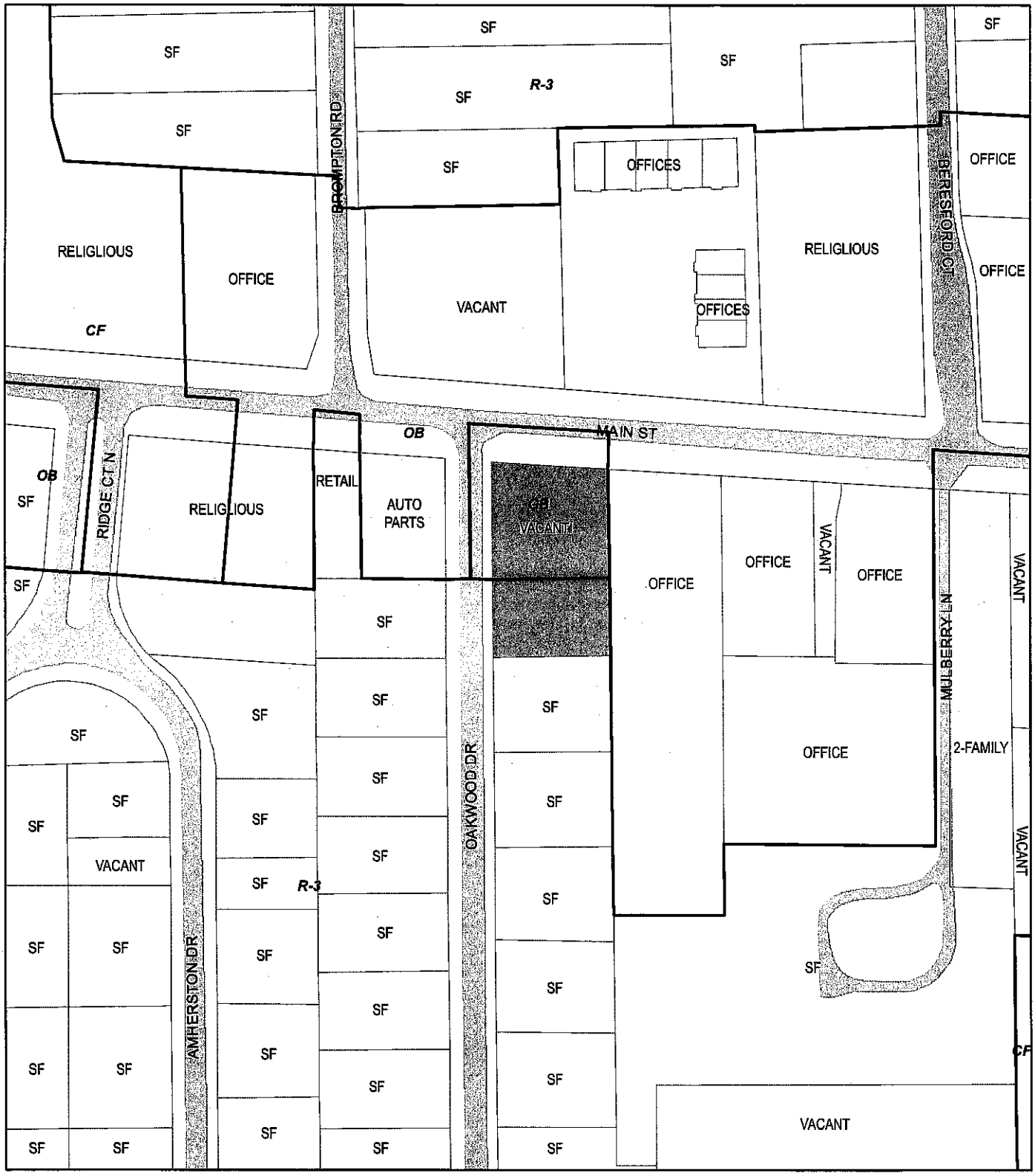
10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
    _____ average flow _____ peak flow.

    Cannot estimate at this stage of design

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

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

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)


SF
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CONCEPT PLAN

Z-2021-11
20 Oakwood Drive
Received: 12/01/21

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Z-2021-11

Request to Rezone 0.34± acres of Land from R-3 to GB
Property Located at 20 Oakwood Drive

Valdemar Blaszak, Petitioner

February 17, 2022

20 Oakwood Drive

Prepared by the Town of Amherst Planning Department

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Amherst

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

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

MEMORANDUM February 1, 2022

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

RECEIVED
FEB 09 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 0.83± ACRES OF LAND FROM **R-3 & GB** TO **OB, Z-2021-11**; PROPERTY LOCATED AT **6621 MAIN STREET AND 20 OAKWOOD DRIVE**. VALDEMAR BLASZAK, PETITIONER.

AMENDED APPLICATION:
Received February 1, 2022

Please Note: request now includes 6621 Main Street

REVIEW:

Do you agree with all statements made? yes

If you do not, briefly state why: _____

General comments relative to your agency interests: If rezone is to build single family homes with corr do status, assessors office does not approve

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

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

Signature: E. Murphy **Date:** 2/8/22

SM/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_Rev_Transmittal_020122.doc
cc: Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Amherst
Town of Amherst Planning Department
Erie County, New York

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

RECEIVED
FEB 08 2022
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
JAN 33 P 12: 26

MEMORANDUM

February 1, 2022

TO: Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
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Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT

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AMENDED APPLICATION:
Received February 1, 2022

Please Note: request now includes 6621 Main Street

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 2/3/22

SM/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_Rev_Transmittal_020122.doc
cc: Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Amherst

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

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

February 07, 2022

Jeffrey D. Palumbo, Esq.
Barclay Damon, LLC
9276 Main Street, Suite 3
Clarence, New York 14031

SUBJECT:	Rezoning Application Review	**Z-2021-11**
	Proposed:	Rezoning from R-3 & GB to OB
	Property located at:	**6621 Main Street & 20 Oakwood Drive**
	Amended Application received:	February 1, 2022
	Representative:	Barclay Damon LLP

Dear Mr. Palumbo,

Please consider the following comments:

1. The following items on the Environmental Assessment Form should be corrected or completed:
   - Part 1, #1 Correct response is yes
   - Part 1, #13b Check the appropriate box.

2. The following items on the Town of Amherst Environmental Assessment Form Addendum need to be corrected or completed:
   - #1. Correctly answer the question with responses found in Table 11 from the *Soil Survey of Erie County NY.*
   - #2 Geotechnical report is required. Will need to be provided prior to the Town making a SEQR determination on the subject request.
   - #7 Provide an answer, suggest using ITE rates based upon the concept plan.
   - #10 Provide an answer, base sewer loading upon the concept plan

3. Please note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board. The subject action is an unlisted action, not an exempt action as stated in your submittal.

4. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Planning Board making a SEQR determination.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_Plan_Review_Ltr_02072022.doc

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Amherst
Town of Amherst Planning Department

RECEIVED
FEB 02 2022
TOWN OF AMHERST
BUILDING DEPT

Erie County, New York

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

MEMORANDUM

February 1, 2022

TO: Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
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Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT

RECEIVED
FEB 07 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner SM

SUBJECT: REQUEST TO REZONE 0.83± ACRES OF LAND FROM **R-3 & GB** TO **OB, Z-2021-11;** PROPERTY LOCATED AT **6621 MAIN STREET AND 20 OAKWOOD DRIVE**. VALDEMAR BLASZAK, PETITIONER.

AMENDED APPLICATION:
Received February 1, 2022

Please Note: request now includes 6621 Main Street

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: no Accessible parking shown on Concept plan

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

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

Signature: Doug Gesel **Date:** 2-7-22

SM/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_Rev_Transmittal_020122.doc
cc: Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Amherst

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

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

MEMORANDUM February 1, 2022

TO: Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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Ronald Hayes, SEQR Review Coordinator, NYSDOT

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AMENDED APPLICATION:
Received February 1, 2022

Please Note: request now includes 6621 Main Street

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: THE PROPOSED OB ZONING IS LESS INTENSIVE. THE RESIDENTIAL USES TO THE SOUTH & WEST SHOULD BE PROVIDED WITH TRANSITIONAL BUFFERS.

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

DIMENSIONAL SETBACK RELIEF SHOULD BE SUPPORTED TO PULL PROPOSED BUILDING TO THE NORTH & WEST.

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

Signature: D. Ulatowski **Date:** 2/3/2022

SM/TV/ac DANIEL J. ULATOWSKI, ZEO

X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_Rev_Transmittal_020122.doc

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Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Amherst

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

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2022 JAN 33 P 12: 26

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

MEMORANDUM February 1, 2022

TO: Daniel Ulatowski, Principal Planner
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Ronald Hayes, SEQR Review Coordinator, NYSDOT

RECEIVED
FEB 03 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 0.83± ACRES OF LAND FROM **R-3 & GB** TO **OB, Z-2021-11;** PROPERTY LOCATED AT **6621 MAIN STREET AND 20 OAKWOOD DRIVE**. VALDEMAR BLASZAK, PETITIONER.

AMENDED APPLICATION:
Received February 1, 2022

Please Note: request now includes 6621 Main Street

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: CURB CUT LOCATIONS AND THE NUMBER OF CURB CUTS WILL BE REVIEWED MORE THOUROUGHLY AT SITE PLAN.

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

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

Signature: C. SCHREGEL **Date:** 2/2/22

SM/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_Rev_Transmittal_020122.doc
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Amherst

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

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

MEMORANDUM February 1, 2022

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Ronald Hayes, SEQR Review Coordinator, NYSDOT

RECEIVED
FEB 03 2022
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
FEB 02 2022
TOWN ATTORNEY

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 0.83± ACRES OF LAND FROM **R-3 & GB** TO **OB, Z-2021-11;** PROPERTY LOCATED AT **6621 MAIN STREET AND 20 OAKWOOD DRIVE**. VALDEMAR BLASZAK, PETITIONER.

AMENDED APPLICATION:
Received February 1, 2022

Please Note: request now includes 6621 Main Street

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

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

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

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

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

SM/TV/ac
X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_Rev_Transmittal_020122.doc
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Amherst

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

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

RECEIVED
FEB 02 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM February 1, 2022

TO: Daniel Ulatowski, Principal Planner
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RECEIVED
FEB 02 2022
TOWN ATTORNEY

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 0.83± ACRES OF LAND FROM **R-3 & GB** TO **OB, Z-2021-11;** PROPERTY LOCATED AT **6621 MAIN STREET AND 20 OAKWOOD DRIVE**. VALDEMAR BLASZAK, PETITIONER.

AMENDED APPLICATION:
Received February 1, 2022

Please Note: request now includes 6621 Main Street

REVIEW:

Do you agree with all statements made? Agree with all statements made.

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

General comments relative to your agency interests: N/A

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

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

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

SM/TV/ac
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DEC 17 2021
TOWN OF AMHERST
PLANNING DEPT.

Carrato, Amy

From: Ulatowski, Daniel
Sent: Friday, December 17, 2021 1:16 PM
To: Voigt, Thomas J.
Cc: Carrato, Amy; Marshall, Scott; Fadel, Bryan
Subject: 20 Oakwood Drive rezoning - Z-2021-11
Attachments: 2021-SP276 T. Amherst 20 Oakwood Dr. cover letter.pdf; 2021-SP276 T. Amherst 20 Oakwood Dr. site plan.pdf

FYI
NYSDOT Review

From: Hayes, Ron (DOT) <Ron.Hayes@dot.ny.gov>
Sent: Friday, December 17, 2021 12:58 PM
To: Ulatowski, Daniel <dulatowski@amherst.ny.us>
Subject: 2021-SP276 T. Amherst 20 Oakwood Drive rezoning

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.

Dan,

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

- The proposed project will not have a significant impact to traffic on the State Highway System.
- The two (2) existing Main Street driveways on the site plan should be reduced to one(1).
    - Remove and do not replace the east-most existing access point, elevate curb.
- A NYSDOT Highway Work Permit will be required for the work that is located within the State Highway Right-of-Way. More detailed plans will be required for the Highway Work Permit application. Additional site engineering review will be performed as part of the Highway Work Permit process. This correspondence does not constitute approval for the purpose of a Highway Work Permit. The applicant should direct the Highway Work Permit application and/or questions to:

Nickolas Kinderman, North Erie Resident Engineer
New York State Department of Transportation
111 Indian Road, Depew, New York 14043
(716) 683-3476

If you have any questions, Please do not hesitate to contact me either by email or phone.

Sincerely,

Ron

Ronald J. Hayes
Planning and Program Management

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey
Superintendent of Highways
plucey@amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

RECEIVED
DEC 03 2021
TOWN OF AMHERST
PLANNING DEPT.

November 30, 2021

To: Scott Marshall, Principal Planner

From: Patrick Lucey, Superintendent of Highways PL

Re: REQUEST TO REZONE 0.34± ACRES OF LAND FROM **R-3** TO **GB;**
PROPERTY LOCATED AT **20 OAKWOOD DRIVE.**
VALDEMAR BLASZAK, PETITIONER. **Z-2021-11.**

After review relative to Highway Department concerns, the plan is approved as submitted.

Kathy Cooper, Deputy Town Clerk
Daniel J. Ulatowski, Principal Planner
Douglas Gesel, Supervising Code Enforcement Officer
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Bryan Parnell, Fire Chief's Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, ROW Agent
Brian Barnes, Senior GIS Analyst, (Eng) (letter only)
Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3
Clarence, NY 14031

PL/EB/TL/ke

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

RECEIVED
DEC 03 2021
TOWN OF AMHERST
PLANNING DEPT.

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete in triplicate. Send original and one copy (with attachments) to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain last copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: ZR-21-698

Received: 11/18/21

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal Action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: Date 1/20/22 Time 6:30pm Location 5583 Main Street, Williamsville

3. Action is before: ☐ Legislative Body ☐ Board of Appeals ☒ Planning Board

4. Action consists of: ☐ New Ordinance ☒ Rezone/Map Change ☐ Ordinance Amendment

☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other

5. Location of Property: ☐ Entire Municipality ☒ Specific as follows 20 Oakwood Drive

6. Referral required as Site is within 500' of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District

☐ Expressway ☐ County Road ☒ State Highway ☐ Proposed State or County Road, Property, Building/ Institution, Drainageway

7. Proposed change or use: (be specific) Request to rezone 0.34± acres from R-3 to GB

8. Other remarks: (ID#, SBL#, etc.) Z-2021-11

9. Submitted by: Thomas Voigt, Assistant Planner November 15, 2021

Town of Amherst, 5583 Main St., Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 11/18/21. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: Dan M. Hall **Date:** 11/29/21

Attachment: Z-2021-11 TB letter packet 041122 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

D R A F T
(April 25, 2022)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	Project: Z-2021-11
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 0.85± acres of land from R-3 and GB to OB to allow for the future use and development of the site for a dental laboratory and office. The concept plan illustrates the construction of a two-story building for use as a dental laboratory. The building has a footprint of approximately 4,900 square feet. The concept plan also shows parking that fronts on Main Street as well as parking located adjacent to the single-family home to the south of the subject site. Landscaping is included at the east, west, and south property lines and a masonry wall is shown at the corner of Main Street and Oakwood Drive.
Location:	6621 Main Street and 20 Oakwood Drive, Town of Amherst, Erie County, New York
Petitioner:	Valdemar Blaszak

Attachment: Draft SEQR Determination_ Z-2021-11 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 0.85 ± acres of land from GB and R-3 to OB to allow for the future use and development of the site for a dental laboratory and office 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 February 8, 2022 reviewed the application and EAF submitted on February 1, 2022, 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. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met including in any tree preservation.

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 Planning Department on February 7, 2022 reviewed the application and EAF submitted on February 1, 2022, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as having potential archaeological or historical significance. However, the site has been previously disturbed, therefore, it is believed that the project will not impair the character or quality of important historical resources. Prior to site plan approval, concurrence from the NYS Office of Parks Recreation and Historic Preservation will be sought.

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 GB and R-3 to OB. Neighboring uses are commercial offices to the north, east, and west zoned OB and single family residential to the south zoned R-3; therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to OB for the future use and development of the site for a dental laboratory and office will not cause a major change in the use of either the quantity or type of energy.

Attachment: Draft SEQR Determination_ Z-2021-11 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

7. The rezoning to OB for the future use and development of the site for a dental laboratory and office will not create any hazard to human health.

8. The rezoning to OB 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 future use and development of the site for a dental laboratory and office will be consistent with the scale of surrounding land uses.

9. The rezoning to OB for the future use and development of the site for a dental laboratory and office 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 February 3, 2022 and NYSDOT on December 17, 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 February 7, 2022, Engineering on February 8, 2022, Highway on December 3, 2021, Traffic/Safety Board on February 3, 2022, Assessor on February 9, 2022, Fire Chiefs' Council on December 6, 2021, and Right-of-Way Agent on February 2, 2022 along with outside agencies including Erie County Department of Environment & Planning on December 3, 2021, and New York State Department of Transportation on December 17, 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

TV /ac

X:\Current_Planning\Files\Rezonings\2021\Z-2021-11_(6621_Main_St_&_20_Oakwood_Dr)_2021\Z-2021-11_draft neg dec.docx

cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDOT (if on state hwy.)
Petitioner/Representative

Attachment: Draft SEQR Determination_ Z-2021-11 (RES-2022-346 : 6621 Main Street & 20 Oakwood Drive Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25610 **RESOLUTION 2022-347** **ADOPTED**

Adoption of Local Law to Amend the Zoning Map (7740 Transit Road, Z-2022-01)

April 25, 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 February 17, 2022, and be it further

RESOLVED, that the proposed Deep Corridor 5 (DC-5) zoning at 7740 Transit Road is consistent with the policies of the adopted Bicentennial Comprehensive Plan because the proposal provides multi-family residential within the targeted mixed-use area as established by Section 3.3.2 of the Comprehensive Plan and depicted by Figure 6-A of the Plan, which shows this area of the Town to be developed under Suburban Corridor design standards, and be it further

RESOLVED, that the proposed Deep Corridor 5 (DC-5) zoning at 7740 Transit Road is consistent with the requirements in Section 5A-3-5 of the zoning ordinance, as a four and five story structure is appropriate for its frontage on a major arterial and the site does not immediately abut single family lots, 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 Deep Corridor 5 (DC-5) subject to the following conditions:

1. The petitioner include ADA accessible parking to any proposed site plan.

2. The petitioner shall address the requirements or concerns raised in the February 11, 2021 correspondence from the New York State Department of Transportation, during the site plan review process.

4/11/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:33 PM.

Joshua Best, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the April 25th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:40 PM.

4/25/2022

A motion to adopt the SEQR determination and to Amend the Zoning Map 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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Director

Daniel J. Ulatowski, A
Assistant Planning Dir

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Town Board Agenda of April 11, 2022

March 29, 2022

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

Subject: Request to rezone 1.5± acres of land from GB to DC-5, Z-2022-01; property located at 7740 Transit Road, 7740 Transit Road, Inc., Petitioner.

Honorable Members:

The subject property is a 1.5± acre L-shaped parcel located on the northwest corner of the intersection of Transit Road and Sheridan Drive. The site has 101± ft. of frontage on Transit Road and a maximum depth of 375± ft. and abuts the Sheridan Drive access ramp from Transit Road.

The property is presently occupied by an existing vacant 1-story brick structure (former restaurant) with associated parking.

Transit Road and Sheridan Drive are New York State highways designated as major arterials on Figure 9 in the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request is to revise the zoning for this property to permit the future development of a 40-unit multi-family dwelling. The concept plan shows a four-story and five-story building with associated parking and landscaping.

The property was zoned General Business (GB) with adoption of the Town-wide zoning maps and ordinance on January 19, 1976.

There are five previous site plan applications for the subject parcel as follows:

SP-1983-41 Original site plan for restaurant addition (to 3,665 s.f. total and 48 parking spaces) was approved November 17, 1983 with conditions related to:
- signage not included.
- lighting controlled as not to create nuisance to nearby properties.
- recommendations of Fire Chiefs Association be given consideration.
- a plan projecting future improvements to abandoned golf course be provided.

SP-1983-41_B Site plan amendment for restaurant and banquet facility addition was approved by the Planning Board on September 24, 1997.
SP-1983-41_C Minor modification to a site plan for relocation of banquet hall from a stand-alone to an attached structure was approved on August 17, 1999.
SP-1983-41_D Minor modification to a site plan for addition of canopies to banquet hall was approved April 26, 2000.
SP-1983-41_E Minor site plan for removal of sidewalk & landscaping at the northeast corner of the building to install an outdoor patio was approved August 13, 2010.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The Town of Amherst Bicentennial Comprehensive Plan's Figure 6 - Conceptual Land Use Plan calls for Commercial Mixed-Use in the subject area. Figure 6-A - Commercial and Mixed-Use Designations, adopted in December 2020, further designates that future development should follow the Mixed-Use standards, making the proposed Deep Corridor-5 District (DC-5) zoning request consistent with the Comprehensive Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with Section 1-2-2.K of the Zoning Ordinance which seeks to guide future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan. The rezoning is also consistent with Section 1-2-2.L of the Zoning Ordinance that seeks to accomplish the specific intent and goal set forth in its respective sections. The stated intent of the DC-5 District is for deep corridor parcels (over 200' deep) that are appropriate for 5-story buildings. Shared access drives connect to a continuous high-quality internal active and walkable streetscape fronting buildings and help eliminate curb cuts. This streetscape establishes the framework for a future internal "main street." Excessively long blocks are broken up by new streets connecting within the district.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed rezoning of the subject parcel from General Business District (GB) to Deep-Corridor-5 District (DC-3) is consistent and compatible with the surrounding zoning classifications in terms of land use as there are multi-family residential districts in the vicinity to the north and west. In terms of form and structure, there are multi-story office structures to the west.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed project may be available and may be adequate. Further analysis of downstream sanitary sewer capacity must be analyzed and affirmed by the Town Engineer. This is a SEQR Unlisted Action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. The Town Board has been established as Lead Agency. Pursuant to Local Law #3-82, as amended, the requirements of SEQR must still be completed if the Town Board desires to approve the proposed rezoning request. A draft SEQR determination will be prepared by the Planning Department if directed.

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Honorable Town Board

Rezone land from GB to DC-5;
property located at 7740 Transit Road
Agenda of April 11, 2022

RECOMMENDATION

The Planning Board at their meeting of February 17, 2022 recommended that the Town Board find that the requirements of SEQR are complete and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/GP/ac
Att.
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_TB_letter_04112022.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval February 17, 2022
Ayes 6, Noes 0, Absent 1 (Gill)

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-01

FEB24'22 PM 4:52 RCVD

PETITIONER

7740 Transit Road Inc.
4110 Thornwood Lane
Williamsville, NY 14221

PROPERTY LOCATION

7740 Transit Road

WHEREAS the Town of Amherst Planning Board on Thursday, February 17, 2022 held a public hearing on the proposed rezoning of land from General Business District (GB) to Deep Corridor-5 District (DC-5), and

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

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

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

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

B. The proposed zoning is consistent with the Conceptual Land Use Plan which shows Commercial-Mixed-Use in this area of the Town to be developed under Suburban Corridor design standards.

C. The proposed zoning is consistent with the requirements in Section 5A-3-5 of the zoning ordinance, "Deep Corridor 5 (DC-5)" because it does not immediately abut single family lots and is therefore appropriate for a 4- and 5-story structure with a major arterial frontage.

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

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

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

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

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-01

FEB24'22 PM 4:52 RCVD

PETITIONER

7740 Transit Road Inc.

PROPERTY LOCATION

7740 Transit Road

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

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

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

1. The petitioner shall include ADA accessible parking during the site plan review process.

2. The petitioner shall address the requirements or concerns raised in the February 11, 2021 correspondence from the New York State Department of Transportation, during the site plan review process.

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 17, 2022; moved by - Giuliani; seconded by - Chmiel; ayes 6, noes 0; absent 1 (Gill).

Robert J. Gilmour, Chair

2-24-22
Date

GP/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_resolution_021722.doc
Cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
740 Transit Road, Inc., 4110 Thornwood Lane, Williamsville, NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

RECEIVED
JAN 03 2022
TOWN OF AMHERST
PLANNING DEPT.

MBL ENGINEERING, PLLC

December 27, 2021

Town of Amherst Planning Department
Attn: Gary Palumbo, AICP – Associate Planner
5583 Main Street
Williamsville, NY 14221
716.6317053

Re: 7740 Transit Road Inc. – Re-zone Application

Mr. Palumbo,
In response to the pre-planning meeting on December 3, 2021, a formal submission is being provided per the requirements in the Re-zoning application.

The project is occurring where the existing Restaurant has been abandoned. It is proposed to remove the existing buildings and parking areas to construct the new multi-family structure. The impervious coverage will be less after the proposed construction by approximately 0.1-acres. The intended use of the site appears to align with the Bi-centennial Comprehensive plan and fits with the Adopted Zoning for DC-5 (Deep Corridor 5). This will allow the mixed-use type buildings and multi-family structures.

Because the impervious coverage will be reduced stormwater is planned to be collected and treated using hydrodynamic separators as outlined in the NYSDEC design manual for re-development sites. A full Stormwater Pollution Prevention Plan will be prepared for the project construction.

The entrance is aligned with the existing DOT access point with minor improvements within the NYSDOT ROW. A pedestrian connection is provided to the existing sidewalks along Transit Road and the ramp to Sheridan Drive. Parking is accomplished with site parking as well as a parking garage under a portion of the proposed structure.

Per the re-zoning application the attachments below are provided to assist in the review.

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

(p) 315.486.0501 | (f)315.295.2569 | 16510 Balch Place Mannsville, NY 13661| Mike.Lasell@MBLEngineering.com

Also, once the electronic package is approved, we can provide (13) full size and (10)11x17 copies of the plan package for distribution to the board so we can be placed on the January 6, 2022 Reviewers meeting and February 17, 2022 meeting agenda. Please call with any questions. Thank you.

Sincerely,

Michael B. Lasell, P.E., LEED AP
MBL Engineering, PLLC

Attachments:

1. *Town Application for Re-Zoning*
2. *Overall Site Plan*
3. *Boundary Survey and Legal Description*
4. *Architectural Layout Concept Plans*
5. *Short Environmental Assessment Form with Amendment*
6. *Draft Local Law*
7. *$1,265.00 Application Fee*

CC:/

Ravi Sabharwal – Owner
Jayesh Patel – Owner
Josh Best - Architect

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

(p) 315.486.0501 | *(f)*315.295.2569 | 16510 Balch Place Mannsville, NY 13661| Mike.Lasell@MBLEngineering.com

Attachment 1

Re-Zoning Application

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

RECEIVED
JAN 03 2022
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: Z-2022-01 **Acreage** 1.05 **Fee $** ~~1,250~~ $1,265

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department GJP 1/3/2022 ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

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

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: 7740 Transit Road Inc.

Address: 4110 Thornwood Lane

Williamsville | NY | 14221

City | State | Zip Code

Phone: 716. Fax

E Mail:

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

From: GB - General Business District

To: DC-5 - Deep Corridor 5 District

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

7740 Transit Road

SBL #: 70.09-1-13

4. **Area of land to be rezoned** (in acres): 1.53-Acres

5. **Owner of Land:**

Name: 7740 Transit Road Inc.

Address:

City | State | Zip Code

Phone: 716.553.1031

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

Name: MBL Engineering, PLLC - Michael Lasell / Joshua Best, AIA

Address: 16510 Balch Place

Mannsville | NY | 13661

City | State | Zip Code

Phone: 315.486.0501 Fax

E Mail: mike.lasell@mblengineering.com Josh@bestbrothersdevelopment.com

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

7. **Petitioner's interest in property**

_____Option to purchase
__X__Owner
_____Other (explain) _____

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

_____

_____

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

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

Liber 10930 Page 7057

11. **Information on proposed project:**

A. Description of the character of the proposed development:
The existing abandoned restaurant and associated parking will be demolished and a proposed 40 unit multi-family dwelling is planned to be constructed.

B. Rationale for rezoning request:

1. Why was this site chosen? The proximity to amenities and the workplace made this site very attractive for the multi-family/ mixed use type development. Also, it fits into the Section 5A adopted by the Town On september 3, 2019

2. Why cannot land be used with the existing zoning?
The existing zoning is General Business, which the current area is in need of more connection with multi-family and pedestrian friendly development.

3. How will this rezoning impact surrounding properties?
No Impact is suspected, the current site is a vacant building with multi-family in the surrounding areas.

4. How will this rezoning impact the school system?
The focus market for the multi-family buildings will be young professionals which would typically not add students to the school system. This development should only add additional tax dollars without burdening the district with additional students.

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

12. Quantitative Data:

A. Total # of dwelling units: 40-units

B. Distribution of dwelling units by type: (24) 2 Bedrooms, (10) 1 Bedrooms, and (6) Studio Lofts

C. Gross Residential Density per acre: 26 Units/Acre

D. Total amount of Open Space: Park Area Space - 5,000-SF

E. Proposed Non-Residential Floor Area: Amenity space - 5,000-SF and Rooftop Space of 5,000-SF

13. Development Schedule:

Start: Spring 2022

Finish: Spring 2023

Stages (# of): 1

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

N/A

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

N/A

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

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

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

Section 5A-3-5 DC-5 (Deep Corridor 5) aligns with the proposed use for lots over 200-feet and does not abut residential lots. The Bicentennial Comp Plan outlines the existing areas as commercial office and non-office. on Figure 3. A goal of the comprehensive plan is to revitalize the commercial corridors with more pedestrian frie connections and more green space. As shown on figure 6 of the plan this area is a suburban corridor.

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

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

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

   The existing GB district would need to be changed on the Zonining Map F-13. Since the proposed zoning is already described in the newly adopted mixed use code this could be incorporated into the map for DC-5.

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

   See notes above aligning with the comprehensive objective and the adopted mixed use code.

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

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

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

Existing multifamily exists nearby.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: The current GB zoning allows for upper story Dwelling but does not fit into the comp plan of mixed use with open space .

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

The proposed use will add a balance to the Town to meet the Comprehensive plan.

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

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

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

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

Signature of Petitioner AMBAR BHARGAVA, AS ATTORNEY

Subscribed and sworn to before me this 27th *day of* December, 20 21

Notary Public, Erie County, New York _____

SARAH M HUYNH
Notary Public - State of New York
No. 01HU6249468
Qualified in Erie County
My Commission Exp: Oct. 11, 2023

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

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

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

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

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

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

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

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Rezoning Application Requirements and Checklist

The following checklist outlines the information required by the Town of Amherst to accept a Rezoning application. ***It is strongly recommended that you make an appointment with Planning Staff to discuss what information will be needed to address the items shown on the checklist.***

Item No.	Item	Submitted	Official use
I Application Information			
1.0	**Town of Amherst Rezoning / Comprehensive Plan Amendment Application Form (available from Planning Department)**	X	
1.1	Name, address, and contact information of the petitioner	X	
1.2	Name and address of property owners(s) – if different than petitioner	X	
1.3	If petitioner is different than property owner, provide statement describing interest in property and a letter from the property owner authorizing the application		
1.4	Identify existing and proposed zoning and acreage of area proposed to be rezoned	X	
1.5	Parcel addresses and Section, Block, and Lot (SBL) numbers of all properties proposed to be rezoned. Indicate if a portion of any parcel is involved, if applicable	X	
1.6	Statement of planning objectives to be achieved by the proposed rezoning, including the following: • How the proposed zoning and development plan meets the objectives of the Comprehensive Plan • A description of the character of the proposed development • The rationale behind the assumptions that are presented	X	
1.7	Cite specific maps and / or figures in the Comprehensive Plan that must be amended to support the proposed zoning and provide suggested amendments.	X	
1.8	A general statement about how any proposed open space will be maintained (if applicable)	X	
1.9	A development schedule indicating the approximate date when construction is expected to begin and be completed. Identify schedule of any proposed phasing of the development (attach pages as necessary)	X	
1.10	A statement of the petitioner's intentions regarding future sale or leasing of all or portions of the proposed development	X	
II Survey and Legal Description			
1.0	**Complete boundary survey that includes all existing structures, acreage, legal description, and easements plotted to scale by a NYS licensed land surveyor**	X	
1.1	Raised/wet seal and signature of licensed surveyor	X	
1.2	Clear delineation and acreage of area to be rezoned if different than property boundary	N/A	
2.0	**Legal Description of the total area proposed to be rezoned. (must be consistent with area shown to be rezoned on boundary survey)**	X	

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Item No.	Item	Submitted	Official use
III Concept Plan (if required by the Planning Board)			
1.0	**Conceptual development plan drawn to scale (no larger than 24" x36" format and folded into 8 ½" x 11" size)**	X	
1.1	North arrow	X	
1.2	Scale of drawing	X	
1.3	Property lines (existing and proposed)	X	
1.4	Unique natural features and tree cover	X	
1.5	Information on land controlled by the applicant located within 500 feet of the perimeter of the area proposed to be rezoned	X	
1.6	Location of all proposed structures and other improvements	X	
1.7	Number and type of dwelling units (if applicable)	X	
1.8	Gross square feet of commercial space (if applicable)		
1.9	Maximum structure heights	X	
1.10	Architectural sketches	X	
1.11	Existing and proposed contours	X	
1.12	Existing utility systems (sanitary sewers, water, storm drainage)	X	
1.13	Location of proposed storm water detention or retention facilities	X	
1.14	Proposed land use arrangement	N/A	
1.15	Location of all parking, loading, stacking and interior circulation drives	X	
1.16	Location of proposed curb cuts	X	
1.17	Location of cross access drives to adjacent parcels		
1.18	Pedestrian circulation system	X	
1.19	Location of NYSDEC wetlands (including buffer area) and/or federal wetlands; indicate jurisdictional status	N/A	
1.20	Location of floodway and 100-year floodplain (if applicable)	N/A	
1.21	Location and purpose of any proposed easements	N/A	
1.22	Location and proposed development of all open spaces, including parks, playgrounds, conservation areas, and dedicated open space; indicate intended ownership of such areas	X	
1.23	Additional data as required by the Planning Board		
V Other Required Information			
1.0	**Completed and signed Environmental Assessment Form**	X	
11	Soil boring report and geotechnical report prepared by a qualified Professional Engineer (if applicable)	N/A	
1.2	Traffic impact study (if applicable)	N/A	
1.3	Archaeological assessment (if applicable)	N/A	
1,4	Wetland Delineation report (if applicable)	N/A	
2.0	**8 1/2" X 11" reduction of concept plan drawing (see appendix B)**	X	
3.0	**A CD containing a PDF of the complete submittal package, including all drawings.**	EMAIL	

For official use only:

_____

Approved/Date

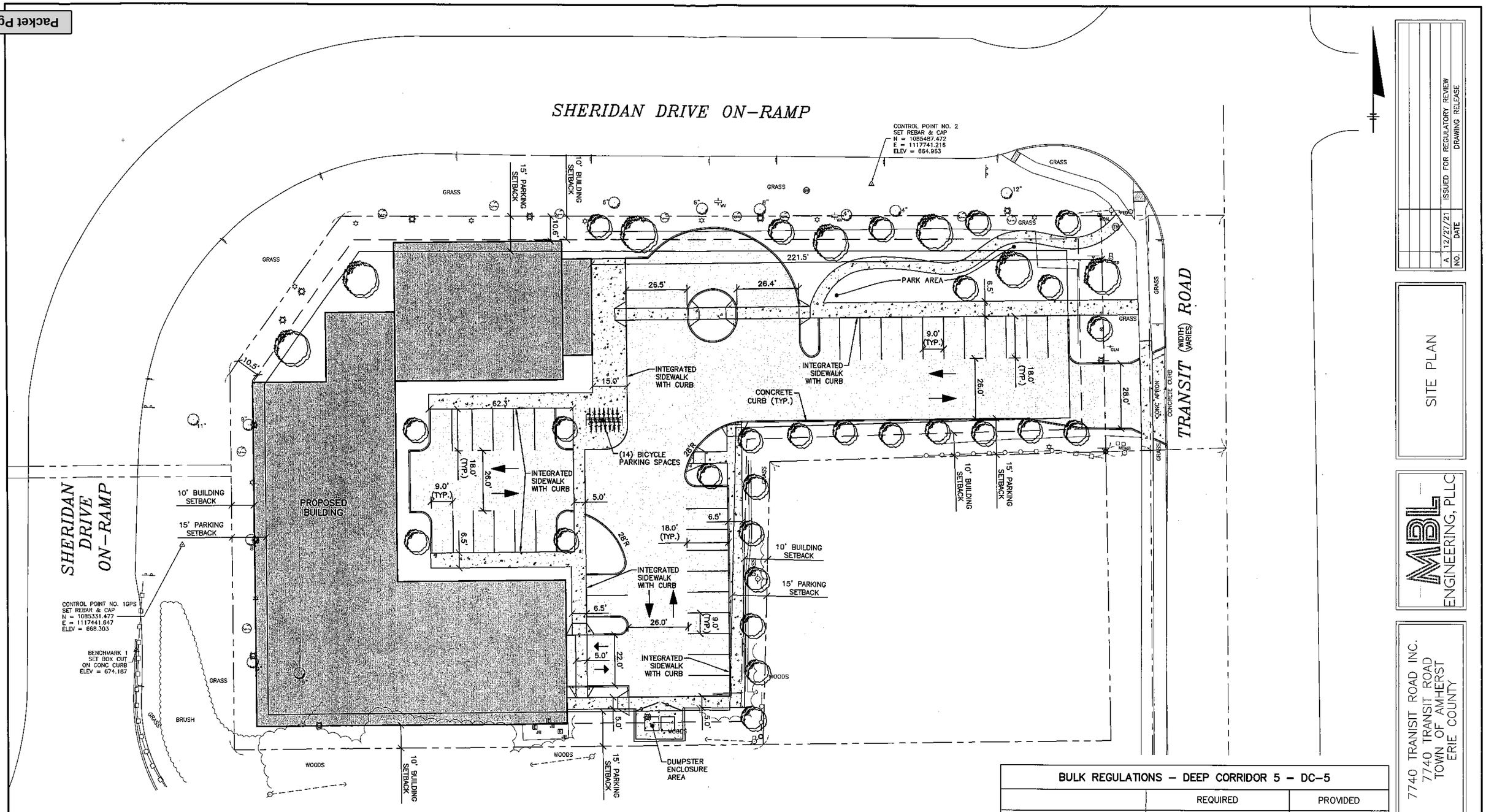
Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Packet Pg. 124

SAVED: 12/17/21

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)



PLAN
SCALE: 1"=20'

BULK REGULATIONS – DEEP CORRIDOR 5 – DC-5		
	REQUIRED	PROVIDED
BUILDING SETBACK	10'	10'
PARKING SETBACK	15'	15'
PARKING SPACES	1 PER 1-2 BDRM DWELLING UNIT=40	72
EV PARKING SPACES	10% OF ALL SPACES	PROVIDED IN GARAGE
BICYCLE PARKING SPACES	0.5 SPACE PER DWELLING UNIT=14	14 SPACES
MAX. BUILDING HEIGHT	5 STORIES OR 75'	5 STORIES

RECEIVED
JAN 03 2022
TOWN OF AMHERST
PLANNING DEPT.

1"=20' 20 0 20 40

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED IN THE TITLE BLOCK. INACCURACIES IN THE STATED SCALE MAY BE INTRODUCED WHEN DRAWINGS ARE REPRODUCED / ... USE THE GRAPHIC SCALE BAR IN THE TITLE BLOCK TO DETERMINE SCALE OF THIS DRAWING.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE ... LICENSED ENGINEER, TO ALTER ...

PRELIMINARY
NOT FOR CONSTRUCTION
DATE: 12/27/21

NO.	DATE	
A	12/27/21	ISSUED FOR REGULATORY REVIEW
		DRAWING RELEASE

SITE PLAN

MBL ENGINEERING, PLLC

7740 TRANSIT ROAD INC.
7740 TRANSIT ROAD
TOWN OF AMHERST
ERIE COUNTY

PROJECT # 21-286

DATE: SEPTEMBER 2021

SHEET # C-102

8.2.a

Attachment 3

Boundary Survey & Legal Description

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Agency Use Only [If applicable]

Project: Z-2022-01

Date: February 8, 2021

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

PRINT FORM

SEAF 2019

Agency Use Only [If app
Project: Z-2022-01
Date: February 8, 2022

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

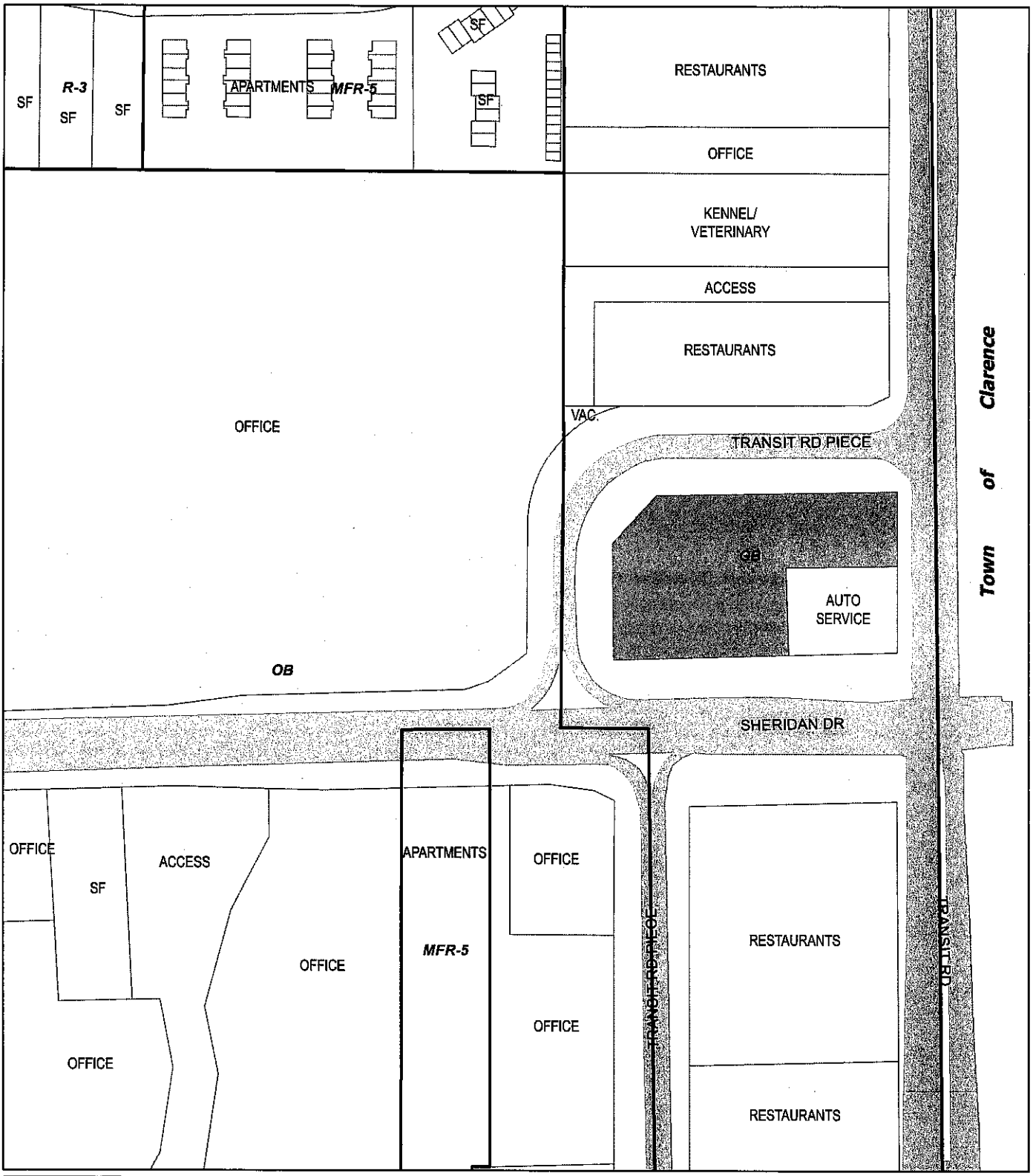
Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM



Z-2022-01

Request to Rezone 1.5+/- Acres of Land from GB to DC-5
Property Located at 7740 Transit Road

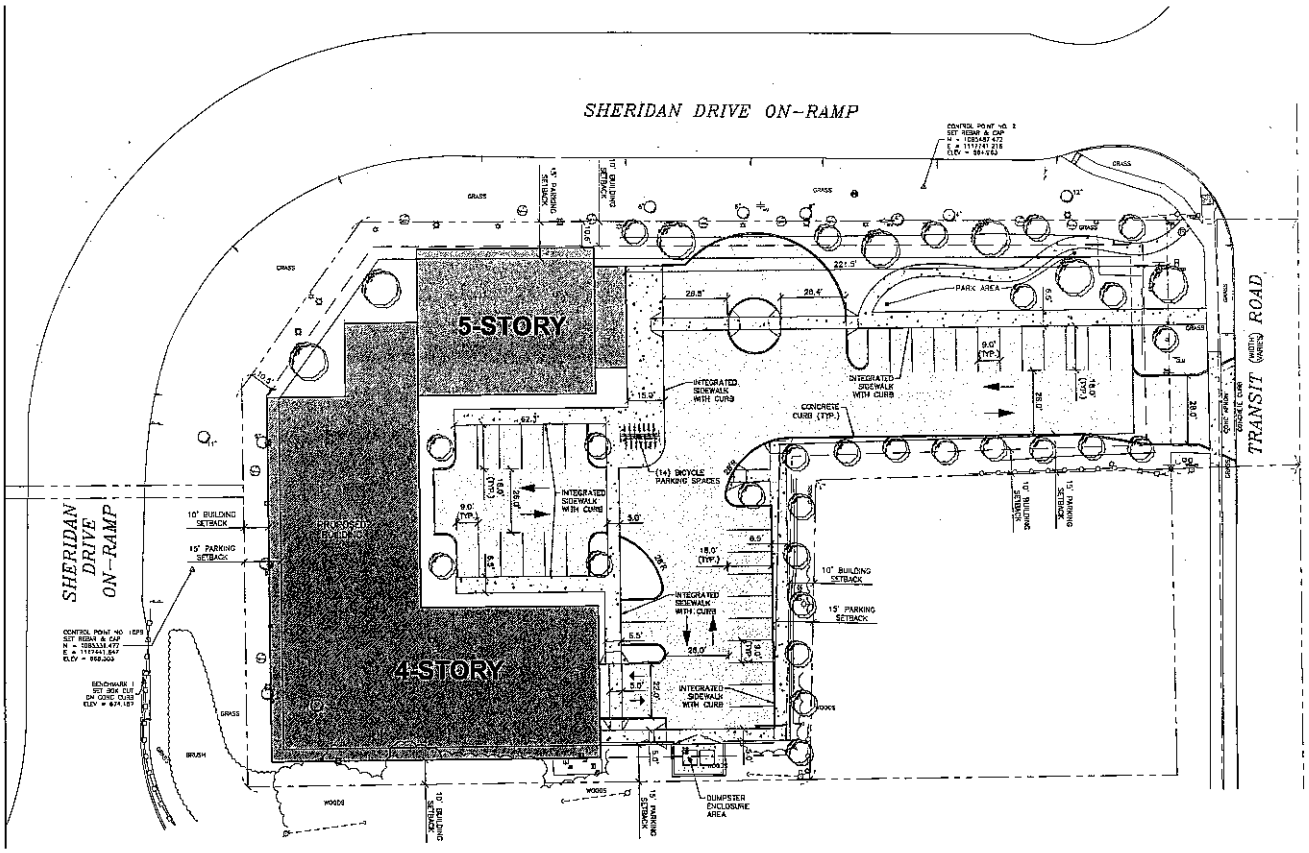
7740 Transit Road, Inc., Petitioner

February 17, 2022

7740 Transit Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

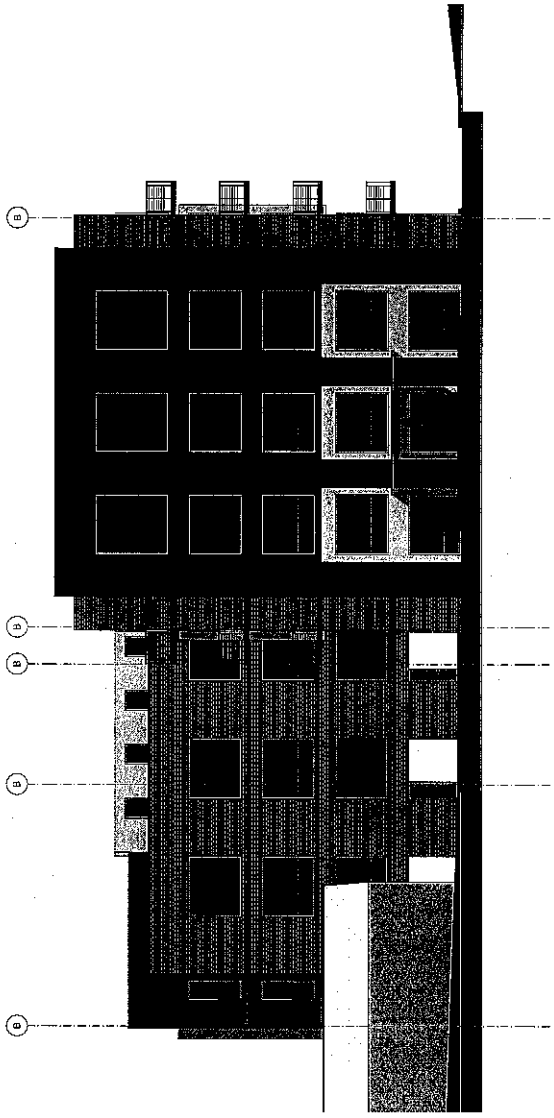


CONCEPT PLAN

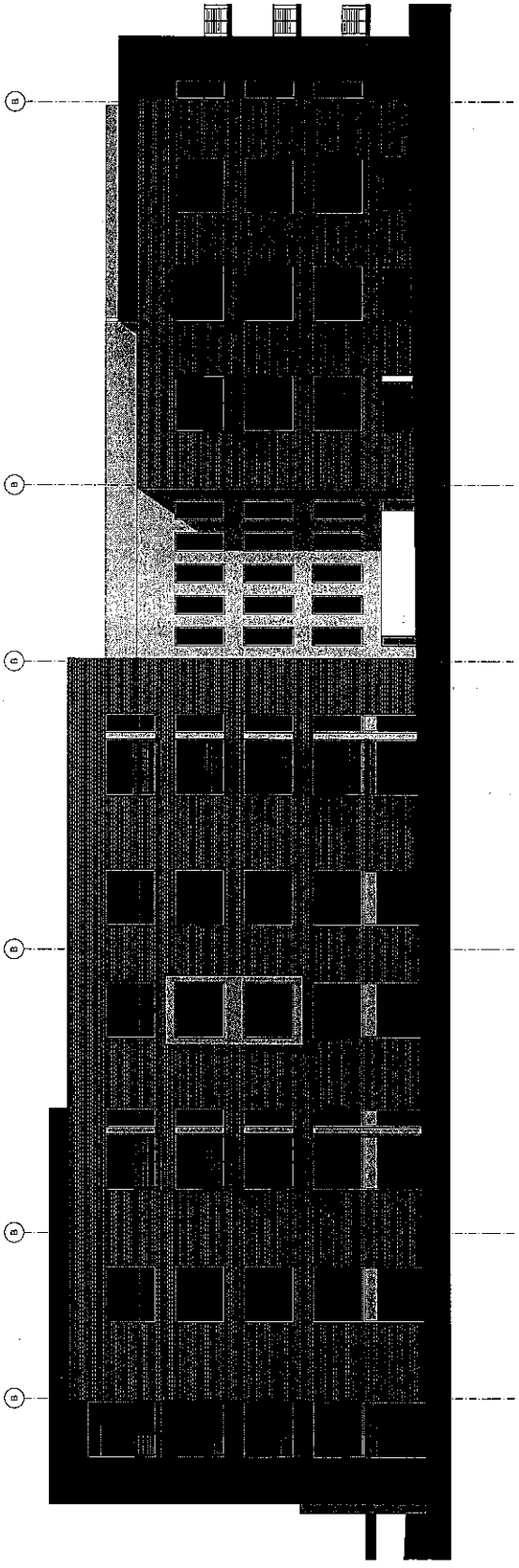
Z-2022-01
7740 Transit Road
Received: 12/27/2021

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

EAST ELEVATION



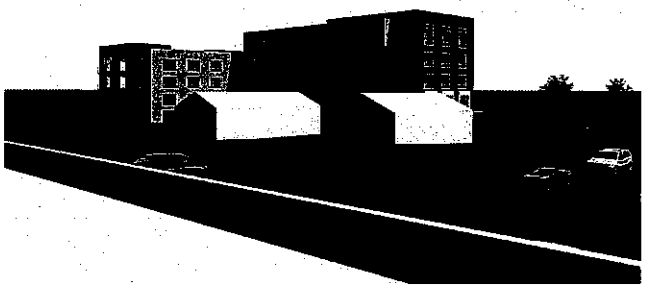
NORTH ELEVATION



ELEVATION

Z-2022-01
7740 Transit Road
Received: 12/27/2021

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)



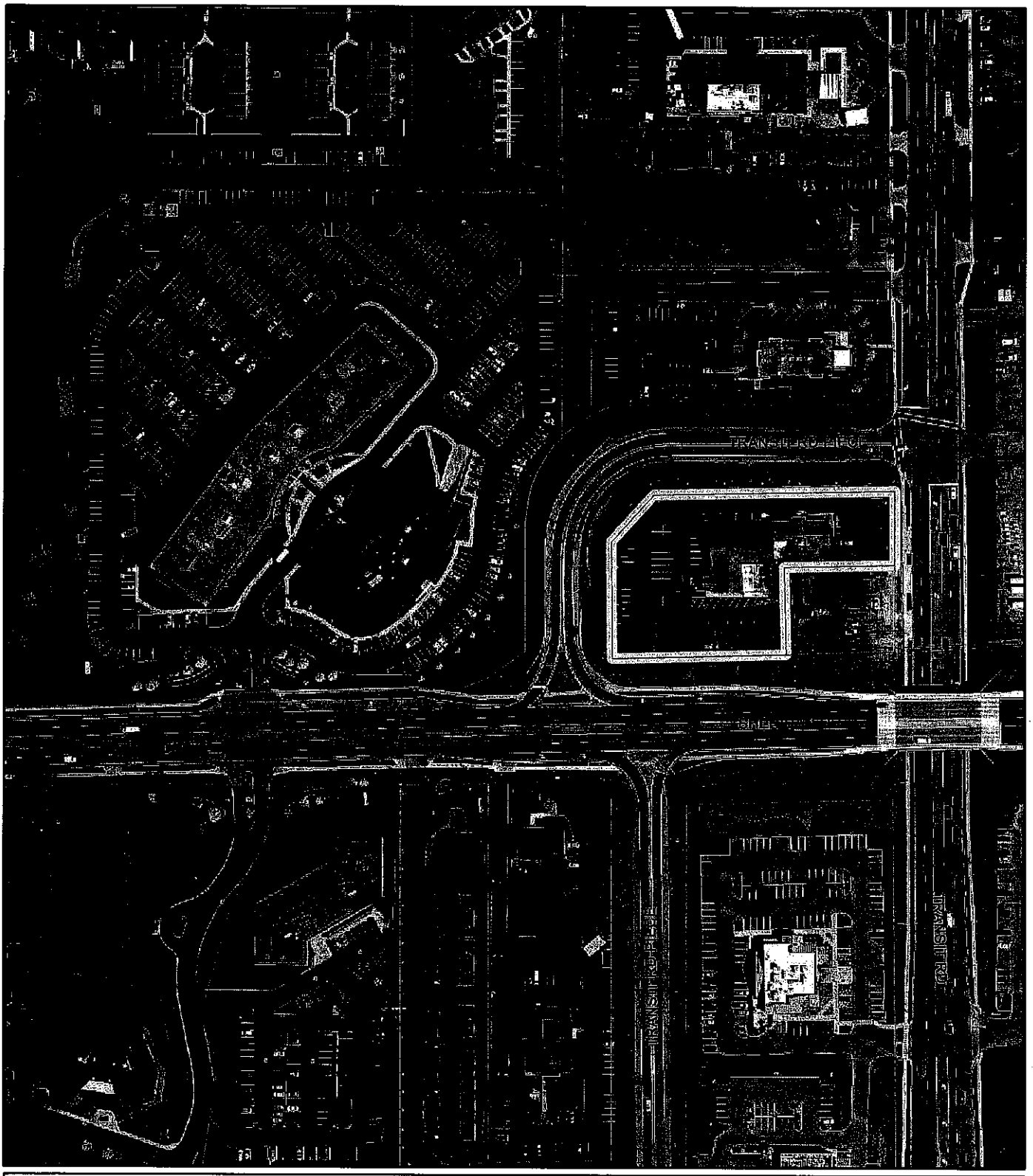
SOUTH EAST VIEW

SOUTH VIEW

ELEVATION

Z-2022-01
7740 Transit Road
Received: 12/27/2021

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)



Z-2022-01

Request to Rezone 1.5+/- Acres of Land from GB to DC-5
Property Located at 7740 Transit Road

7740 Transit Road, Inc., Petitioner

February 17, 2022

7740 Transit Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Carrato, Amy

From: Ulatowski, Daniel
Sent: Monday, February 14, 2022 9:44 AM
To: Marshall, Scott; Palumbo, Gary; Voigt, Thomas J.
Cc: Carrato, Amy; Fadel, Bryan
Subject: FW: 2022-SP297 T. Amherst 7740 Transit Rd Rezoning Request
Attachments: 2022-SP297 T. Amherst 7740 Transit Rd cover letter.pdf; 2022-SP297 T. Amherst 7740 Transit Rd site plan.pdf

NYSDOT Review attached .

From: Hayes, Ron (DOT) <Ron.Hayes@dot.ny.gov>
Sent: Friday, February 11, 2022 12:15 PM
To: Ulatowski, Daniel <dulatowski@amherst.ny.us>
Subject: 2022-SP297 T. Amherst 7740 Transit Rd Rezoning Request

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.

Dan,

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

- NYSDOT requests an opportunity to review the project's Engineering Report and Hydraulic Analysis.
- With the proposed project driveway proximity to the intersection, NYSDOT will require signs, markings, etc. prohibiting left turns out of the site. Specifically, the installation of a no left turn sign, pavement markings showing a straight arrow in the entrance lane and a right-turn arrow in the exit lane.
- A NYSDOT Highway Work Permit will be required for utility access.
- A NYSDOT Highway Work Permit will be required for the work that is located within the State Highway Right-of-Way.
    - More detailed plans will be required for the Highway Work Permit application. Additional site engineering review will be performed as part of the Highway Work Permit process. This correspondence does not constitute approval for the purpose of a Highway Work Permit. The applicant should direct the Highway Work Permit application and/or questions to:

Nickolas Kinderman, North Erie Resident Engineer
New York State Department of Transportation
111 Indian Road, Depew, New York 14043
(716) 683-3476

If you have any questions, Please do not hesitate to contact me either by email or phone.

Sincerely,

Ron

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Ronald J. Hayes
Planning and Program Management
SEQR/Site Plan Coordinator

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

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

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete in triplicate. Send original and one copy (with attachments) to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain last copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: ZR-22-108

Received: 1/12/22

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final a without considering such reply. If, however, reply is received at any time prior to municipal Action, such reply must be considered

RECEIVED
FEB 07 2022
TOWN OF AMHERST
PLANNING DEPT.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: **Date** February 17, 2022 **Time** 6:30 **Location** 5583 Main Street, Williams

3. Action is before: ☐ Legislative Body ☐ Board of Appeals ☒ Planning Board

4. Action consists of: ☐ New Ordinance ☒ Rezone/Map Change ☐ Ordinance Amendmer
☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other

5. Location of Property: ☐ Entire Municipality ☒ Specific as follows 7940 Transit Roa

6. Referral required as Site is within 500' of: ☐ State or County Property/Institution ☒ Municipal Boundary ☐ Farm Operation locate an Agricultural District
☐ Expressway ☐ County Road ☒ State Highway ☐ Proposed State or Co Road, Property, Buildi Institution, Drainagew

7. Proposed change or use: (be specific) Rezone 1.5 ac from General Business Distri
Deep Corridor 5 District.

8. Other remarks: (ID#, SBL#, etc.) Z-2022-01

9. Submitted by: Scott A. MARSHALL Principal Planner January 10, 2

Town of Amherst, 5583 Main St., Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 1/24/22. **The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: [signature] **Date:** 2/7/22

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Amherst

810044

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

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

RECEIVED
JAN 25 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

January 10, 2022

TO: Kathy Cooper, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Williamsville School District
Jonathan Bleuer, Town of Clarence

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

SUBJECT: REQUEST TO REZONE 1.5± ACRES OF LAND FROM **GB** TO **DC-5**; **Z-2022-01**; PROPERTY LOCATED AT **7740 TRANSIT ROAD**. 7740 TRANSIT ROAD, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE.

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

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

Signature: _____ **Date:** 1/24/22

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_Transmittal_010522.doc

cc: Scott Marshall, Principal Planner
7740 Transit Road, Inc., 4110 Thornwood Lane, Williamsville, NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Amherst

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

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

MEMORANDUM January 10, 2022

RECEIVED
JAN 24 2022
TOWN OF AMHERST
PLANNING DEPT.

RECEIVED
JAN 12 2022
TOWN OF AMHERST
BUILDING DEPT

TO: Kathy Cooper, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Williamsville School District
Jonathan Bleuer, Town of Clarence

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

SUBJECT: REQUEST TO REZONE 1.5± ACRES OF LAND FROM **GB** TO **DC-5**; **Z-2022-01**; PROPERTY LOCATED AT **7740 TRANSIT ROAD**. 7740 TRANSIT ROAD, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: No Accessible Parking Shown on Concept plan.

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

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

Signature: Doug Gesel **Date:** 1/24/22

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_Transmittal_010522.doc
cc: Scott Marshall, Principal Planner
7740 Transit Road, Inc., 4110 Thornwood Lane, Williamsville, NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Amherst

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

RECEIVED
JAN 19 2022
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM January 10, 2022

TO: Kathy Cooper, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
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Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Williamsville School District
Jonathan Bleuer, Town of Clarence

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

SUBJECT: REQUEST TO REZONE 1.5± ACRES OF LAND FROM **GB** TO **DC-5**; **Z-2022-01**; PROPERTY LOCATED AT **7740 TRANSIT ROAD**. 7740 TRANSIT ROAD, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: Nine a Time Time

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

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

Signature: _____ **Date**: 1/18/22

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_Transmittal_010522.doc
cc: Scott Marshall, Principal Planner
7740 Transit Road, Inc., 4110 Thornwood Lane, Williamsville, NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Amherst

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

RECEIVED
JAN 13 2022
TOWN ATTORNEY

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

MEMORANDUM January 10, 2022

TO: FROM

Kathy Cooper, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Williamsville School District
Jonathan Bleuer, Town of Clarence

RECEIVED
JAN 13 2022
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.5± ACRES OF LAND FROM **GB** TO **DC-5**; **Z-2022-01**; PROPERTY LOCATED AT **7740 TRANSIT ROAD**. 7740 TRANSIT ROAD, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

_____.

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

_____.

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

_____

_____

_____.

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

Signature: Stanley Sliwa **Date:** 1/12/22

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_Transmittal_010522.doc
cc: Scott Marshall, Principal Planner
7740 Transit Road, Inc., 4110 Thornwood Lane, Williamsville, NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Amherst

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

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

RECEIVED
JAN 14 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM January 10, 2022

RECEIVED
JAN 13 2022
TOWN ATTORNEY

TO: Kathy Cooper, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
(2) ✓ Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Williamsville School District
Jonathan Bleuer, Town of Clarence

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

SUBJECT: REQUEST TO REZONE 1.5± ACRES OF LAND FROM **GB** TO **DC-5**; **Z-2022-01**; PROPERTY LOCATED AT **7740 TRANSIT ROAD**. 7740 TRANSIT ROAD, INC., PETITIONER.

REVIEW:

Do you agree with all statements made? Agree with all statements made.

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

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 1/14/21

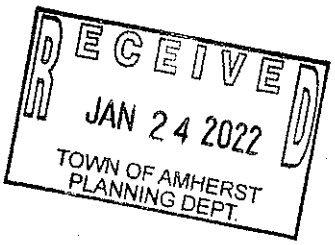
DU/GP/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_Transmittal_010522.doc

cc: Scott Marshall, Principal Planner
7740 Transit Road, Inc., 4110 Thornwood Lane, Williamsville, NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Williamsville Central Schools
Encouraging · Nurturing · Challenging

Thomas R. Maturski
Assistant Superintendent for Finance & Management Services
tmaturski@williamsvillek12.org



January 19, 2022

Daniel J. Ulatowski
Assistant Planning Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

RE: REQUEST TO REZONE 1.5 ACRES OF LAND FROM **GB** TO **DC-5; Z-2022-01**; PROPERTY LOCATED AT 7740 TRANSIT ROAD. 7740 TRANSIT ROAD, INC., PETITIONER.

Dear Mr. Ulatowski:

The Williamsville Central School District has reviewed the plan regarding the proposed change in zoning for 7740 Transit Road. Please be advised that the district chooses not to comment at this time pending further action by the Town of Amherst.

Sincerely,

Thomas R. Maturski
Assistant Superintendent for Finance & Management Services

cc:
Scott Marshall, Principal Planner - smarshall@amherst.ny.us
7740 Transit Road, Inc. 4110 Thornwood Lane, Williamsville NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

TOWN OF AMHERST
ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144
www.amherst.ny.us

David C. Marrano
Assessor
dmarrano@amherst.ny.us

RECEIVED
JAN 20 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

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

FROM: Bonnie Arnold, Real Property Tech

DATE: January 20, 2022

SUBJECT: Request to rezone 1.5+ acres of land from GB to DC-5;Z-2022-01
Property Location: **7740 Transit Rd**
Petitioner: **7740 Transit Rd, Inc.**

If rezone is for building single family homes with condominium status then the Assessor's office does not approve.

cc: Scott Marshall, Principal Planner
7740 Transit Road, Inc., 4110 Thornwood Lane, Williamsville, NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

Amherst

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

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

January 14, 2022

7740 Transit Road, Inc.
4110 Thornwood Lane
Williamsville, New York 14221

SUBJECT:	Rezoning Application Review	**Z-2022-01**
	Proposed:	Rezone 1.5± acres of land from GB to DC-5
	Property located at:	**7740 Transit Road**
	Application received:	January 3, 2022
	Representative:	MBL Engineering, PLLC

Dear Sir/Madam,

Please consider the following comments:

1. The site plan provided with the application is being considered as conceptual only as review for compliance with the §203 of Town Code (Zoning Ordinance) will be done at site plan review.
2. The request will require submission of the SEQR Full Environmental Assessment Form as the action will require the adoption of a local law to implement a zoning change and the information necessary for the Town to complete Part 2 of the form is not provided on the Short EAF.
3. The responses to The Town of Amherst Addendum to the EAF need to be corrected or modified as follows:
   - Item 1. Responses are incorrect or not answered per Table 11 of the Soil Survey of Erie County NY for the soil types listed.
   - Item 2. Based upon our review of the Soil Survey of Erie County NY the project will require the submittal of a geotechnical report.
4. Please note that any other SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.
5. Revise the Draft Local Law as follows and provide it in digital format (MS word).
   - Section 1: note rezoning is from General Business District (GB) to Deep Corridor 5 District (DC-5).
   - Section 3: Incorporate the legal description of the requested rezoning are into this section.
6. Please provide an 8½ " x 11" reduction of any revised concept plan **and an electronic version** of any revised plans or information submitted for review.

This is a review only and does not constitute approval of the Rezoning Request. Should you have questions regarding this correspondence, please contact Scott A. Marshall, Principal Planner at smarshall@amherst.ny.us

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_Pln_Dpt_Rvw_Letter_01122022.doc
cc: Michael Lasell, MBL Engineering, PLLC, 16510 Balch Pl., Mannsville, NY 13661

Attachment: Z-2022-01 TB letter packet 041122 (RES-2022-347 : 7740 Transit Road Rezoning)

SEQR
Negative Declaration

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Planning Board

Project: Z-2022-01

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: Zoning Map Amendment

SEQR Classification: Unlisted Action

Description of Action: Rezoning of 1.5± acres of land from General Business District (GB) to Deep Corridor-5 District (DC-5) to allow construction of a 4- and 5-story structure with 40-residential units, 5,000 s.f. of amenity space and 5,000 s.f. of inside parking. Work will include the site improvements not specifically stated above, including, stormwater, utilities, grading, lighting, paving, and landscaping.

Location: 7740 Transit Road. Town of Amherst, Erie County, New York

Petitioner: 7740 Transit Road, Inc.

Attachment: Draft SEQR Determination_Z-2022-01 (RES-2022-347 : 7740 Transit Road Rezoning)

Reasons Supporting This Determination

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

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Engineering Department on January 24, 2022 reviewed the concept site plan February 11, 2022. Adequacy of sanitary sewer infrastructure will be evaluated by the Engineering Department during site plan review**.**

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. The Planning Department reviewed a concept site plan submitted on February 11, 2022 and determined that it has or will have met Zoning Ordinance requirements for greenspace. This determination is further supported because the site is currently developed with a commercial building and parking.

3. The Planning Department in their review of January 14, 2022 determined that the project is not expected to create any material conflict with the Town Comprehensive Plan. The Building Department in their review of January 24, 2022 determined that the subject project has or will have met all International Building Code – 2018 and regulations.

4. The project is within an area identified by the State as having potential archaeological or historical significance. However, the site has been previously disturbed, therefore, the project will not impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The project is located in the General Business zoning district; neighboring uses are commercial, office and residential. Nearby sites are zoned General Business, Office Building and multi-family residential; therefore, the project is consistent with surrounding land use.

6. The proposed subject development will include 40-unit multi-family apartment development which will not cause a major change in the use of either the quantity or type of energy.

7. The project is not anticipated to create any hazard to human health. The Site Plan will be subject to review by the Fire Chief's Association, and all requirements of this agency will have been met.

8. Rezoning from General Business (GB) to Deep Cooridor-5 (DC-5) for the multi-family development will not result in 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 four and five-story buildings will be consistent with the physical scale of surrounding land uses, and represent a re-development of the existing commercially developed property.

Attachment: Draft SEQR Determination_Z-2022-01 (RES-2022-347 : 7740 Transit Road Rezoning)

9. The function of the proposed development will increase the number of people using the site over its previous level of use. However, it is anticipated that the increase in the number of persons using the site will not result in a significant potential environmental impact.

10. Review by the Town Traffic/Safety Board dated January 15, 2022 and NYSDOT dated February 11, 2022 indicate that significant negative traffic impacts are not expected to result from the proposed project. The Site Plan will be subject to review by the Town Traffic Safety Board and NYSDOT, and all requirements of those agencies will have been met.

11. A coordinated review of the project has been undertaken by Town Departments including, in addition to those mentioned above, Assessor on January 20, 2022, and Right-of-Way Agent on January 14, 2022. These reviews did not identify any potential significant adverse environmental issues and indicated that the proposal will not have a significant damaging impact on the environment.

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

GMP/
X:\Current_Planning\Files\Rezonings\2022\Z-2022-01_(7740_Transit_Rd)_2022\Z-2022-01_Neg._Dec_draft 042522.doc
cc: Amherst Town Clerk
Amherst Commissioner of Building
Town Engineer
ECDEP
NYSDOT
7740 Transit Road, Inc., 4110 Thornwood Lane, Williamsville, NY 14221
Michael Lasell, MBL Engineering, PLLC, 16510 Balch Place, Mannsville, NY 13661

Attachment: Draft SEQR Determination_Z-2022-01 (RES-2022-347 : 7740 Transit Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25723 **RESOLUTION 2022-394** **ADOPTED**

Simultaneous Bicentennial Comprehensive Plan & Zoning Amendment

WHEREAS, on June 22, 2020 the Town Board held a public hearing on a request to amend the Bicentennial Comprehensive Plan for a Community Facilities use (surgery center and medical office facility) on a portion of 500 Maple Road, and

WHEREAS, on July 6, 2020 the Town Board amended the Comprehensive Plan to designate the relevant portion of 500 Maple Road consisting of 14.97 acres as appropriate for the Community Facilities land use category, and also amended the Town's zoning map, which is incorporated by reference in the Town zoning code, by amending the zoning designation of a portion of 500 Maple Road from Recreation Conservation District to Community Facilities District, and

WHEREAS, a UBMD medical office building is being constructed on a portion of 500 Maple Road. The Town of Amherst has considerable interests in the surrounding community facilities, such as the Northtown Center, in providing recreational services, and in financing this project all of which are consistent with the Town's Key Initiative for revitalization, and

WHEREAS, subsequent to the commencement of development activities at 500 Maple Road, due to evolving economic conditions, post-pandemic changes in the demand for and provision of medical services, and availability of recently adopted mixed-use zoning districts indicate that the subject area may be more appropriately designated for mixed land uses and a corresponding zoning district, rather than Community Facilities (CF).

NOW THEREFORE BE RESOLVED that the Amherst Town Board directs the Planning Department to conduct simultaneous consideration of an amendment to Bicentennial Comprehensive Plan and an associated zoning change for portions of the property located at 500 Maple Road relevant to the UBMD office building.

4/25/2022
Consent

FINANCIAL IMPACT:

None

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. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM April 21, 2022

TO: Brian Kulpa, Supervisor

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Town Board Directed Bicentennial Comprehensive Plan Amendments

At your request, the Planning Department has reviewed the amendment procedures currently in place for the Town's Bicentennial Comprehensive Plan, and provides the following discussion and considerations for Plan Amendments that are directed by the Town Board under exceptional circumstances. Our objective is to recommend a procedure to be executed at the Town Board's direction enabling an expeditious timeframe for consideration while maintaining a rigorous and thoughtful review appropriate to a Plan amendment. A directed amendment would generally occur with the simultaneous review of a development review action.

Discussion

Currently there are two types of plan amendment specified in the Comprehensive Plan. One results from plan monitoring and review activities that occur in accordance with *Section 11.5-Plan Monitoring* and *Section 11.6-Plan Amendment Process* described and outlined in the Plan. These result from regular monitoring activities or reconsideration of plan policies in response to observations of changing trends or conditions. Formulation and review of these amendments are to be data driven, thoughtful, and often apply to updates to the Plan vision, key initiatives and other polices to reflect contemporary conditions.

A second type of plan amendment has historically been application-driven and generally focuses on a specific property or in support of a proposed development project and associated review action. These are often proposed in conjunction with a rezoning petition, however the plan amendment and the zoning action are reviewed and considered separately and successively, not simultaneously.

The following section describes defining criteria and a process for a plan amendment that the Town Board deems time sensitive and directly supportive of a Town initiative. These may include text or map amendments that are refined in consultation with the Planning Department. They may occur in a simultaneous consideration of a Plan amendment with other development review actions under the authority of the Town Board as specified in Section 8-1-1B of the Zoning Code.

Attachment: Town Board Bicentennial Comp Plan Amendments memo (RES-2022-394 : Simultaneous Bicentennial Comprehensive Plan &

Town Board Directed Plan Amendment

Should the Town Board desire to direct the Planning Department to proceed with a simultaneous review of a Comprehensive Plan Amendment and associated development review action, we recommend it adhere to the following process and criteria.

1. A Town department or board, a landowner, or an individual with a vested interest in a parcel(s) of land may make a written request to the Town Board for an amendment to the Bicentennial Comprehensive Plan. The request should describe the nature of the proposal, the geographic area(s) affected, and specific sections and maps of the Bicentennial Comprehensive Plan recommended to be amended.

2. The Town Board should apply the following criteria in determining if a request for simultaneous review should be granted.
    a. There is a Town interest or participation in the subsequent/associated project that is anticipated to follow the comprehensive plan amendment. A Town-interest would involve Town funding, Town services, or time sensitive implementation of other stated Town policy objectives.
    b. The requested comprehensive plan amendment is consistent with Section 2.2-Vison Statement.
    c. The requested comprehensive plan amendment is consistent with one or more of the Key Initiatives described in Section 2.3.
    d. The proposed amendment meets a Town-wide planning objective identified by the Town Board, but may not be included in the current Bicentennial Comprehensive Plan.

3. If one or more of these criteria are met, the Town Board can direct the Planning Department by resolution to conduct a simultaneous review of a plan amendment and associated development review action.

4. The Planning Department will review the proposal for consistency with the current Comprehensive Plan, its Vision, Key Initiatives, and policies and prepare a report on the proposed amendment and associated development review action for consideration by the Planning Board.

5. In accordance with Section 11.6 of the Comprehensive Plan, the Planning Board has the responsibility to review and recommend action(s) to amend the Bicentennial Comprehensive Plan. The Board will simultaneously consider the associated development review action. In making recommendations to the Town Board, the Planning Board shall take separate actions on a plan amendment first and then action on the associated development review action. This is likely to occur at the same meeting

Attachment: Town Board Bicentennial Comp Plan Amendments memo (RES-2022-394 : Simultaneous Bicentennial Comprehensive Plan &

6. Upon issuance of the Planning Board's recommendation the Town Board can follow the plan amendment requirements and procedures specified in Town Law §272-a, General Municipal Law §239-l and m (County Referral), and the New York State Environmental Quality Review Act (SEQRA).

As an example, a draft resolution directing the Planning Department to conduct a simultaneous review of a plan amendment and development review action for UBMD is attached.

DH/SM/GP/ac
Att.
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\BCPA procedural policy\BCPA Procedural Policy - draft_04182021.doc

cc: Kimberly Amplement, Planner
Roberta Rappoccio, Associate Planner

Attachment: Town Board Bicentennial Comp Plan Amendments memo (RES-2022-394 : Simultaneous Bicentennial Comprehensive Plan &

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 25721 **RESOLUTION 2022-395** **ADOPTED**

Urgent Need Certification

WHEREAS, the State of New York received a special appropriation of funds from the 2020 Coronavirus Aid, Relief, and Economic Security (CARES) Act to the Community Development Block Grant program (CDBG-CV) to respond to the COVID-19 pandemic; and

WHEREAS, the Town lacks adequate emergency communications equipment to serve Northern Amherst, resulting in threats to health and safety for emergency responders and the public; and

WHEREAS, the Pandemic's increase in emergency call volume and current safety protocols have exacerbated the communications issues and to rectify the situation the Town's Emergency Services and Safety Department requests to seek State CDBG-CV funds to design and construct a new Northern Amherst Communications Tower; and

WHEREAS, to access State CDBG-CV funds, these activities warrant certification as an urgent need, in accordance with 24 CFR 570.208(c) and community development staff has prepared the urgent need certification documentation; now therefore

BE IT RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, to sign the Urgent Need Certification and Documentation for the Northern Amherst Communications Tower.

4/25/2022
Consent

FINANCIAL IMPACT:

Urgent Need certification has no bearing on the Town Budget, as it is merely a classification for National Objective criteria under HUD Community Development Block Grant (CDBG) regulations. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

Urgent Need Certification and Documentation

Project: North Amherst Communications Tower

DESCRIPTION OF NEED **April 18, 2022**

The Town of Amherst currently lacks adequate emergency communications facilities in Northern Amherst, which has contributed to severe communications weaknesses and delays, proving detrimental to health and safety of responding officials and the public. The situation is best described as an inability to communicate on existing radio frequencies, both within and across emergency response organizations. More specifically, when multiple Police or Fire or EMS respond to the same incident they cannot talk to each other via traditional radio equipment, despite circumstances where they are only yards from each other. In these locations responding officials also have issues communicating with emergency dispatch when in a cell service dead zone, leaving emergency personnel with little options for back-up communications.

Although the communications failures can be sporadic, an informal 5 month tracking of the issues yielded 25 such documented incidents across Fire, EMS, and Police. A most recent example of this was at a major automobile accident that occurred off the I-990 where responding officers were unable to speak to the ambulance and EMS personnel despite being within 100 yards of other responders. In some cases the communication failures can result in a critical loss of response times.

The Pandemic has exacerbated this issue as well. The Pandemic increased emergency calls and Pandemic safety protocols require personnel to respond alone to certain calls. The lack of communication abilities when responding to certain events requiring one emergency responder to respond alone can leave personnel in dangerous situations without the ability to call for back-up.

For several years the Town has been aware of these communications issues and worked to address the situation through appropriate fixes, including the addition of radio frequencies, upgrades to existing UHF and VHF radio equipment, and personnel training. Unfortunately, the issues have persisted and communications consultants are recommending the construction of a new 200 ft. communications tower to house radio and relay equipment in Northern Amherst to fill this communications gap.

EVALUATION OF ABILITY TO FUND and OTHER FUNDING RESOURCES AVAILABLE

The development cost of the Tower is estimated at $2 Million including soft costs, which is considered a Capital Improvement Project and would require municipal bonding. Presently the Town's Capital Improvement Plan (2022 - 2027) outlines utilizing only $1 Million from Amherst's American Rescue Plan Act (ARPA) funding towards the Communications Tower. A full $2 Million bond for the project is not accommodated in the Capital Improvement Plan at this time. Also, the bulk of the ARPA funding is already obligated to other projects, only $139,583.42 actually remains unobligated and available to allocate towards the Tower project. As no other resources are identified, the Town is seeking CDBG-COVID funds to meet the gap necessary to develop the Communications Tower as an Urgent Need.

GRANTS

According to the Town's grant writer, EOC Incident Commander, and community development staff there currently are no other grant funding opportunities available at this time to fund the Emergency Communications Equipment of this nature. To determine the availability of grant resources, the Town searched for grant resources and found a comprehensive "List of Federal Financial Assistance Programs

Attachment: Communications Tower Urgent Need Certification Summary (RES-2022-395 : Urgent Need Certification)

Urgent Need Certification and Documentation

Project: North Amherst Communications Tower

Funding Emergency Communications" prepared by the U.S. Cybersecurity and Infrastructure Security Agency. This list outlined 78 grant resources that have (to various levels) opportunities to fund communications infrastructure of different scales. A review of those 78 resources, yielded 5 potential grant programs that warranted in-depth reviews for applicability. Unfortunately, the in-depth review of the 5 grant programs found that none of them were actually applicable to this project for one reason or another (see attachment). Therefore, there are no available grant resources at this time.

2022 TOWN BUDGET

The Town's adopted 2022 Budget does not include a contingency to the level of $2 Million to address the funding gap for the project. Therefore there is no other identifiable resource to meet this financial need aside from the $139, 583.42 in ARPA funds available (see attached ARPA budget). As such, as the Amherst Town Supervisor, I, Brian J. Kulpa, hereby certify the Towns inability to fund these increased costs within Town's 2022 Budget and that no other known funds are currently available to pay for the additional cost for the development of a communications tower.

CERTIFIY ACTIVITY AS URGENT NEED

Because of these situations, the Town has determined the funding of this activity is an Urgent Need to be met in order to alleviate conditions which pose an immediate threat to the health and welfare of the community. The increase in service calls for emergency response personnel from the Pandemic and the Pandemic related safety requirements affecting emergency response methods warrant the utilization of CDBG-CV funding for planning, design and construction of a 200 ft communications tower in Northern Amherst to alleviate this situation. As such, as the Amherst Town Supervisor, I, Brian J. Kulpa, hereby certify that the need to fund these activities constitutes an urgent need to alleviate existing conditions that pose an immediate threat to the health and welfare of the community.

I certify that the information provided herein is true to the best of my knowledge.

_____ _____

Brian J. Kulpa Date

Included in the CDBG Urgent Need File:

- 24 CFR 570.208 (c) Urgent Need
- Town's COVID-19 Emergency Declaration
- Grant Resource Evaluation Sheet
- Town of Amherst - American Rescue Plan Act Allocation Budget

Attachment: Communications Tower Urgent Need Certification Summary (RES-2022-395 : Urgent Need Certification)

24 CFR 570.208 (c) URGENT NEED

(c) ***Activities designed to meet community development needs having a particular urgency.*** In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, , and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

Town files must include documentation to:

1. Certify that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent.

☐Prove in a State of Emergency (within last 18 months)

☐Town Board Resolution/Emergency or Disaster Declaration

2. That the recipient is unable to finance the activity on its own.

☐Prove funding isn't available within Town Budget for that Activity/Department.

3. That Other sources of funding are not available.

☐Prove no outside funding or resources exist (grantee search for funds).

Attachment: 24 CFR 570.208C guidance (RES-2022-395 : Urgent Need Certification)

Town of Amherst

Office of the Supervisor

EXTENSION OF LOCAL DECLARATION OF "A STATE OF EMERGENCY"

"A State of Emergency" is herewith declared in the Town of Amherst, County of Erie, in the State of New York, for the period beginning August 23, 2021 is hereby extended to May 23, 2022.

A State of Emergency has been declared due to the region continuing to be in the Centers of Disease Control "Medium" transmission category along with the evolving challenges to protect the public health and safety related to the spread of COVID-19 affecting all of the Town of Amherst. Such conditions threaten or imperil the public safety of the citizens of the Town of Amherst.

As the Supervisor of the Town of Amherst, I, Brian J. Kulpa have exercised the authority given to me in sections 24 and 25 in Article 2B of the New York State Executive Law to preserve public safety and I hereby render all required and available assistance vital to the security, well-being and health of the citizens of the Town.

I hereby direct all departments to take whatever steps necessary to protect life and property, public infrastructure and other such emergency assistance as deemed necessary or as otherwise outlined in my emergency orders dated August 23, 2021.

4/21/2022

Brian J. Kulpa, Town Supervisor — Date

Attachment: Emergency Declaration - May 23 2022 (RES-2022-395 : Urgent Need Certification)

Emergency Communications Tower - Grant Resource Evaluation Sheet

Completed by: Laurie Stillwell, 4/20/22

Grant Resource Title	Resource Administrator	Award Amounts	Eligible Activities under the Grant	Eligible Entities to Apply	Determination of Resource Applicability
Statewide Interoperable Communications Grant (SICG)	U.S. Division of Homeland Security and Emergency Services w/States	Based on Formula Allocation to Eligible Counties (awards increase based on criteria met)	Towers, Subscriber Equipment, Radio Frequency Systems, Network Components, Backup Power, Site Security	County Governments (Formula Allocations)	Erie County must be the applicant, and the County has historically not approved significant allocations to Town submittals for a share of the annual Formula Allocation Past discussions with the County on coordinating tower project/equipment have beer denied.
American Rescue Plan Act Build Back Better Regional Challenge (BBBRC)	U.S. Economic Development Agency (EDA)	$500,000 for Phase 1 TA's, $750,000 to $25 Mill for Phase 2 Implementation of Growth Cluster	Planning and implementation to foster "regional growth clusters" via economic resiliency and diversity, Telecom and broadband equipment eligible.	States, territories, tribes, counties, local governments.	Focuses on Economic Resiliency and Communications equipment must be related to supporting economy. Funding implemented in two phases, initial application window closed. Priority for Coal economy communities.
Emergency Management Performance Grant (EMPG)	Federal Emergency Management Agency (FEMA)	None Specifically Mentioned; 50% cost-share	Interoperable Communications, construction/renovation of Communications Towers	State Administrative Agency	Erie County must be the applicant. Difficult to achieve eligibility and permissions with County submittal as projects must meet prescreening documentation/reviews includi State's Stakeholder Preparedness Review and Threat and Hazard Identification and Ris Assessment process.
Assistance to Firefighters Grant (AFG)	Federal Emergency Management Agency (FEMA)	Varies (need based)	Training, communications equipment, protective gear, emergency vehicles	Fire Departments, Emergency Medical Agencies, or State Fire Training Agencies	AFG provides minor awards for radios and small-scale comm equipment, and would n be appropriate for a project of this scale. Also, Fire Departments are independent organizations from the Town and therefore would not be eligible.
Building Resilient Infrastructure and Communities (BRIC)	Federal Emergency Management Agency (FEMA)	Varies (need based)	Partnership projects thorugh critical facilities to reduce risk from natural hazards.	States, territories, tribes with disaster declaration with last 7 years.	Pre-requisite All HAZ Mitigation Plan. Town is not an eligible entity, and mitigation fix cannot be tied back to a Natural Disaster declaration. Application Round has passed.

Sources: www.cisa.gov - List of Federal Financial Assistance Programs Funding Emergency Communications

Attachment: Comm Tower Grant Resources Eval Sheet (RES-2022-395 : Urgent Need Certification)

Town of Amherst
American Rescue Plan Act (ARPA)
Tentative Budget Spending Plan

	2021	2022	Total
Fiscal Recovery Funds - Allocation	**$ 7,615,207.50**	**$ 7,615,207.50**	**$ 15,230,415.00**
Revenue Reduction	**$ 10,000,000.00**		
2021 Budget Spending Plan:			
Public Health and Economic Impacts	**290,831.58**		
Revenue Loss	**7,324,375.92**		
Total	**$ 7,615,207.50**		
Public Health and Economic Impacts:			
EOC Generator	258,555.44		
Councilmembers Chambers	32,276.14		
Total Public Health & Economic Impacts	290,831.58		
Revenue Loss:	7,324,375.92		
2021 Total	$ 7,615,207.50		
2022 Tentative Budget Spending Plan:		**$ 7,615,207.50**	
Revenue Loss		2,675,624.08	
Water and Sewer Infrastructure		4,800,000.00	
Unallocated - Not Revenue Loss		139,583.42	
		$ 7,615,207.50	

Attachment: 220315_arpa_budget_spending (RES-2022-395 : Urgent Need Certification)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 25706 **RESOLUTION 2022-396** **ADOPTED**

Approval for Travel

As the Liaison of the Clean Energy Community Committee and Energy Conservation Citizens Advisory Committee, I am requesting approval to travel to Albany to participate in the New York Power Authority's Customer Clean Energy Exchange 2022 on May 11, 2022.

I am requesting the Town cover expenses not to exceed $788.95.

4/25/2022
Consent

FINANCIAL IMPACT:

$788.95

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Brian J. Kulpa, 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
JACQUALINE BERGER		COUNCIL-MEMBER	(716) 631-7014

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/10/2022	5/11/2022	ALBANY NEW YORK	NEW YORK POWER AUTHORITY CUSTOMER CLEAN ENERGY EXCHANGE

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 600 @ $0.585 (ROUND TRIP)	$ 351.00	A1010-4040	
Tolls	26.00	A1010-4040	
Parking	—		
Local Transportation (bus/taxi)	—		
Plane/Rail/Bus	—		
Lodging:			
# nights 1 @ $ $236.73	$ 236.73	A1010-4040	
Meals:			
IRS Per Diem Per Day: $51.75	$ 103.50	A1010-4040	
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			N/A
# Lunches @ $			N/A
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee $0.00	—		
Other			
Subtotal	$ 717.23		
Contingency - 10% of subtotal or $200	71.72		
TOTAL	$ 788.95		

Request Approved By:

Department Head Signature

4/20/22

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

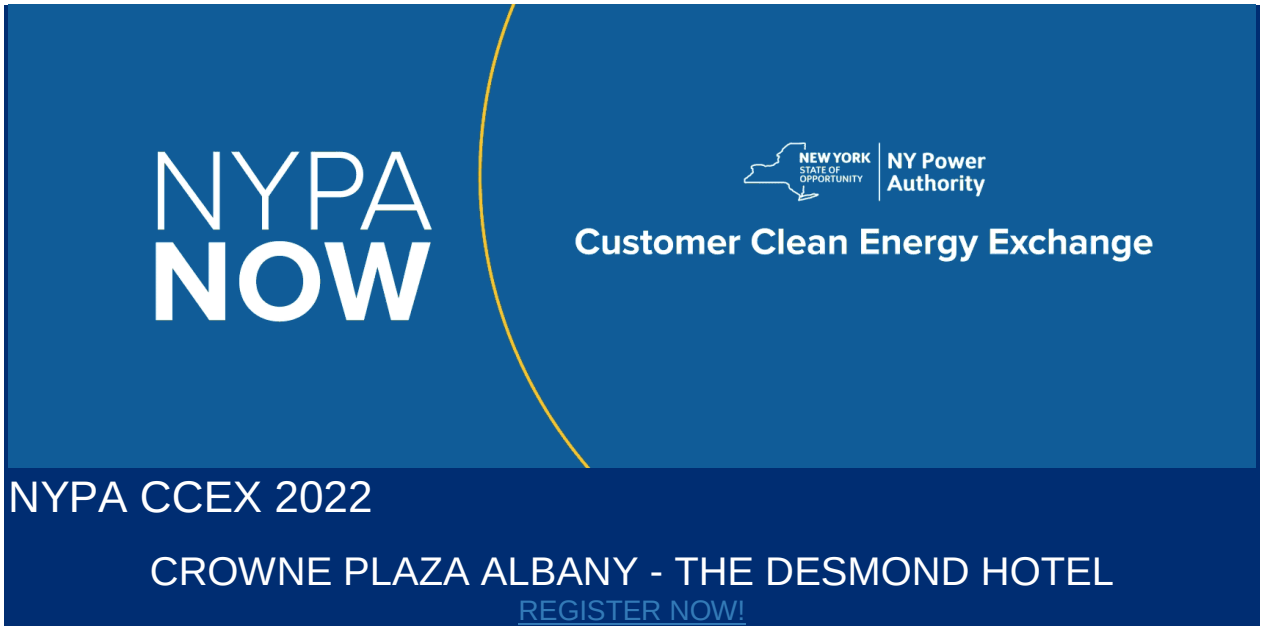
Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DOC042022-04202022110620 (RES-2022-396 : Approval for Travel)



NYPA CUSTOMER CLEAN ENERGY EXCHANGE 2022

WEDNESDAY, MAY 11, 2022 [NEW DATE]

We're excited to be back **in-person for NYPA's Customer Clean Energy Exchange 2022.** We have an exciting day planned with top panelists including government and business leaders discussing **green power options, challenges and lessons learned in meeting their energy goals, virtual power plants, environmental justice**, and more!

- Hear and learn from **exciting, groundbreaking keynote speakers** leading New York toward a clean energy future

Attachment: NYPA CCEX 2022 20220420 (RES-2022-396 : Approval for Travel)

- Network and connect with **thought-leaders** in the private and public sectors and learn from your peers at **government and business leader** panels
- Discover **new approaches to clean energy** for your buildings and infrastructure and gain insights that help you **understand your options** today and plan for tomorrow
- Join us for an exciting keynote panel about how leaders in NY State are bringing clean energy to the forefront and **establishing equity** in their communities

PLUS:

- Visit our **LinkedIn photobooth** for a free professional photo to update your LinkedIn profile *(available during the Tuesday Welcome Reception and all day Wednesday)*
- Join us for a **Q&A with Mike Richter**, our featured keynote speaker

Attachment: NYPA CCEX 2022 20220420 (RES-2022-396 : Approval for Travel)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25696 **RESOLUTION 2022-397** **ROLL CALL VOTE (ADOPTED)**

Eggertsville Drainage Improvements - Order Calling Public Hearing (Bond - $875,000)

AGENDA ITEM - APRIL 25th, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Eggertsville Drainage Improvements**
2022-2027 C.I.P. - Project No. E-26
Order Calling Public Hearing - $875,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on May 23, 2022 at 7:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - April 25, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Sarah Burow, Engineer Assistant (*w/attachment*)

4/25/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond - $875,000

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

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 25th of April, 2022.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman,
Deborah Bruch Bucki, Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Stormwater Drainage District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC HEARING TO BE HELD ON MAY 23, 2022

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Consolidated Stormwater Drainage District, in the Town (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer") to prepare the map, plan and report dated March, 2022 for the increase and improvement of facilities of the District, consisting of the construction and reconstruction of drainage improvements to Carmen Road (CIP Project No. E-26); and

Attachment: CertOCPH (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public Hearing (Bond - $875,000))

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $875,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that each of the projects are Type II actions pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 23rd day of May, 2022 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Attachment: CertOCPH (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public Hearing (Bond - $875,000))

DATED: April 25, 2022

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

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

Supervisor Brian J. Kulpa	voting_____
Councilwoman Jacqualine Berger	voting_____
Councilwoman Deborah Bruch Bucki	voting_____
Councilman Shawn Lavin	voting _____
Councilman Michael R. Szukala	voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public Hearing (Bond - $875,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th of April, 2022, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of April, 2022.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public Hearing (Bond - $875,000))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York, will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on May 23, 2022, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of the Town's Consolidated Stormwater Drainage District (the "District"), consisting of the construction and reconstruction of drainage improvements to Carmen Road (CIP Project No. E-26), as described in the map, plan and report dated March, 2022 prepared by the Town Engineering Department. The current approved estimated maximum cost of the project is $875,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town of Amherst and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: April 25, 2022
Williamsville, New York

Francina J. Spoth .
Town Clerk

Attachment: CertOCPH (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public Hearing (Bond - $875,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th of April, 2022, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 25th of April, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public Hearing (Bond - $875,000))

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

Transmitted electronically

MEMORANDUM March 28, 2022

TO: Sarah K. Burow, Senior Engineer Assistant
Engineering Department

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

RE: SEQR Determination
Eggertsville Drainage Improvements
2022-2027 C.I.P. Project E-26

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\March 2022_Eggerstville Drainage Improvements.docx

cc:
Brian Kulpa, Town Supervisor
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public

Town of Amherst
Engineering Department

Eggertsville Drainage Improvements

2022 – 2027 C.I.P Project E-26

Map, Plan & Report

March 2022

Contents:

- Location
- History/ Existing Conditions/ Impacts
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Environmental Assessment Form
- SEQR Determination – Type II Action

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public

Location:

The project is located in Eggertsville, in the southwest corner of the Town of Amherst. Some streets to have drainage improvements will be Carmen Road, Longmeadow Road, Westfield Road and Ivyhurst Road. The streets listed may be subject to change due to funding availability and/or need.

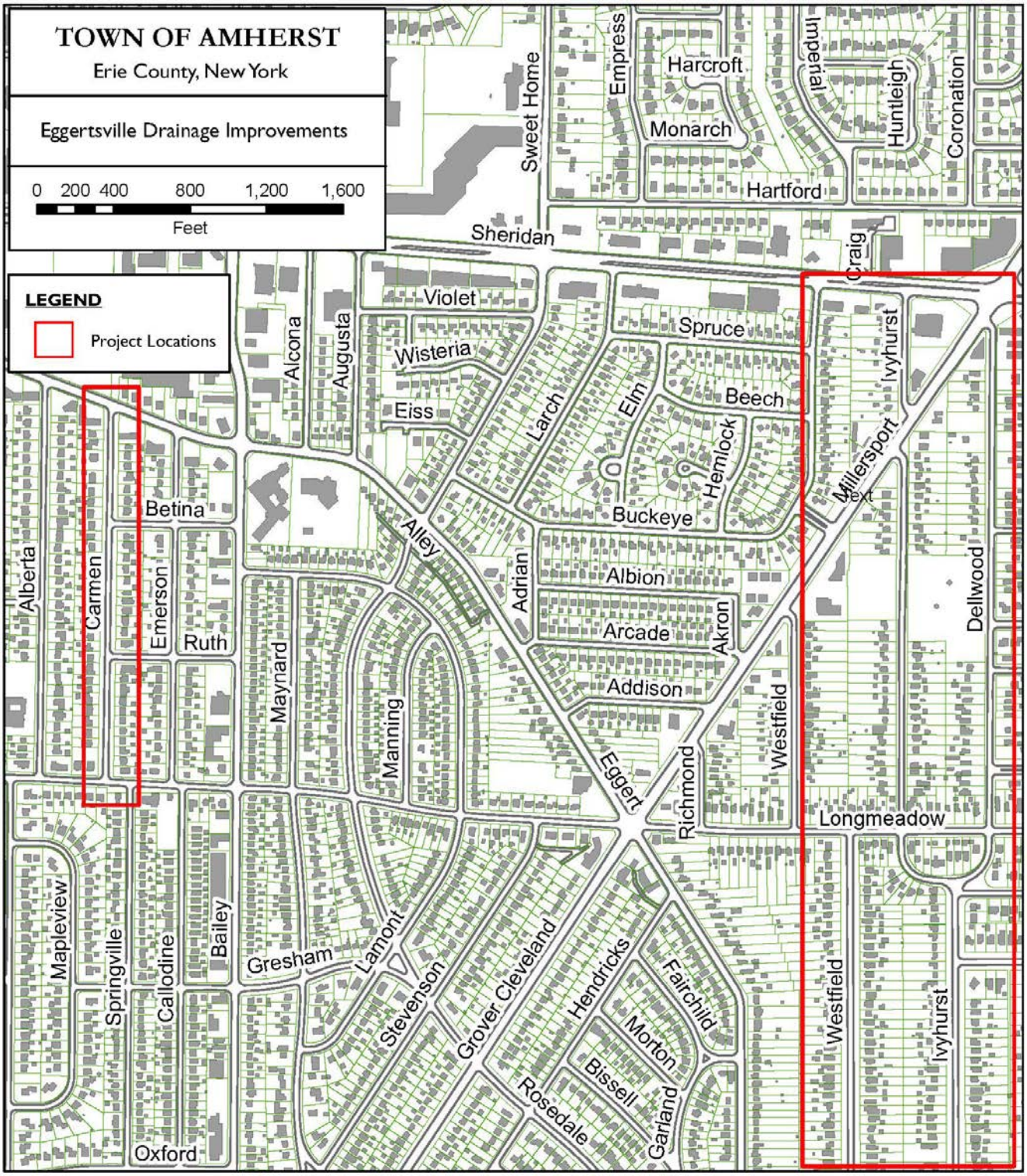


Fig 1 – Project Location Map

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public

History/ Existing Conditions/ Impacts:

The watershed of the Carmen storm sewer is approximately 10 acres. The proposed project is part of an overall drainage plan completed in the 1990s by the Engineering Department to mitigate flooding events in the Eggertsville section of the Town of Amherst. The existing storm sewer system along this part of Carmen Road consists of 51"x32" corrugated metal pipe arch (CMPA). The issues with this storm sewer system are twofold: CMPA tend to corrode and deteriorate with time and the capacity of the system is insufficient. The existing storm sewer system also causes localized flooding in the neighborhood due to inappropriate pipe size and condition. Other streets in Eggertsville will also receive drainage improvements to alleviate this localized flooding.

Proposed Scope of Improvements and Benefits:

The proposed project is to hydraulically study and design the storm sewer system and replace the existing CMPA with properly sized CMPA. Previously, Phase I and Phase II drainage projects were completed on Longmeadow Road, with the intent of continuing the construction up Carmen Road. The proposed project will increase the downstream flow of water and provide adequate capacity required during storm events. This project will also significantly reduce impacts on private properties in the neighboring areas by minimizing the frequency of street flooding.

Financial/Taxation Summary:

The proposed project described herein will be designed and constructed during 2022 & 2023. The total cost of these improvements will be bonded against the Town's consolidated storm water drainage district at a total cost of $875,000.00 financed entirely with serial bonds. The above project can be characterized as a replacement-in-kind project. The proposed improvements are anticipated to have a minimum life expectancy of 20 years.

Project Cost Estimate:

Estimated Construction Costs	$800,625.00
Contingency	$10,000.00
Engineering Fees	$60,000.00
Legal/Administrative/Interest	$4,375.00
Total Amount to be Bonded	$875,000.00

Taxation Summary:

Total Bond Request:	$875,000.00
Bond Term:	20 years
Annual Tax Impacts:	
Consolidated Stormwater Drainage District	$0.005 per year, per $1,000 AV
Typical Property Taxatrion Impacts:	
Consolidated Stormwater Drainage District	$1.0067 per year, per $200,000 property

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
Carmen Road Drainage Improvements

Project Location (describe, and attach a location map):
Carmen Road between Longmeadow Road and Eggert Road

Brief Description of Proposed Action:
The project will include hydraulic analysis and designing of storm drainage improvements on Carmen Road.

Name of Applicant or Sponsor:	Telephone: 716-631-7154
Town of Amherst Engineering Department - Sarah K. Burow	E-Mail: sburow@amherst.ny.us

Address:
1100 North Forest Road

City/PO:	State:	Zip Code:
Williamsville	NY	14221

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

3. a. Total acreage of the site of the proposed action? N/A acres
   b. Total acreage to be physically disturbed? 0.8 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? N/A acres

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

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public

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

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

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public

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

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

☐ Wetland ☐ Urban ☑ Suburban

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

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

Applicant/sponsor/name: Sarah K Burow Date: 3/11/22

Signature: Sarah K Burow Title: Senior Engineer Assistant

PRINT FORM

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-397 : Eggertsville Drainage Improvements - Order Calling Public

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25701 **RESOLUTION 2022-398** **ROLL CALL VOTE (ADOPTED)**

Order Calling Public Hearing - Bond $410,000

AGENDA ITEM - APRIL 25th, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **2022 Waterline Replacements - Bauman Road**
2022-2027 C.I.P. - Project No. E-30
Order Calling Public Hearing - $410,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on May 23, 2022 at 7:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - April 25, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Marc Bellacose, Junior Municipal Engineer (*w/attachment*)

4/25/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond - $410,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM April 6, 2022

TO: Marc A. Bellacose, Junior Municipal Engineer
Engineering Department

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

RE: SEQR Determination
Water Line Replacements – Bauman Road
2022-2027 C.I.P. Project E-30

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\April 2022_E-30_Waterline Replacements_Bauman Road.docx

cc:
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order

Town of Amherst
Engineering Department

2022
Waterline Replacements
2022 – 2027 C.I.P.
Project No. E-30
Town of Amherst Project
Bauman Road

Map, Plan & Report
April 2022

Contents:

- Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Town of Amherst Planning Department SEQR Determination
- Exhibit Map 1

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

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order

Town of Amherst
Engineering Department
2022 Waterline Replacements

EXISTING CONDITIONS:

The Town of Amherst owns an intricate water distribution system consisting of watermains, valves, hydrants and individual services. This system is currently maintained by the Erie County Water Authority through a lease managed agreement. The Erie County Water Authority provides a priority list of watermains in need of replacement based on the frequency and extent of service calls received for each main.

The Town of Amherst has numerous watermains in need of replacement for deficiencies such as vertical and longitudinal cracks, holes, failing joints, valves and hydrants. The watermain deficiencies are due to a number of reasons such as age, corrosive soils and increased demand. The deficient physical conditions of the existing cast iron watermains causes decreased flow capacity and minimum efficiency within the system. It is evident that rectification of the system is necessary to protect the health and well being of the residents within these areas, while providing a higher level of service.

Based on service call and maintenance history, the proposed watermain improvement is anticipated.

10 Year Service Call History

Location	Length of Pipe	Installation Year	Size	Total Breaks
Bauman Road	1,800LF	1945	6"	32

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

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order

Town of Amherst
Engineering Department
2022 Waterline Replacements

PROPOSED ANTICIPATED SCOPE OF IMPROVEMENTS:

BAUMAN ROAD

Bauman Road is a Town of Amherst roadway without curbing and has a 60 foot wide right of way. The proposed anticipated improvement area is along Bauman Road between Maple Road and Hollybrook Drive. The referenced watermain currently services single family homes.

Topography within the improvement area is generally flat. The area is considered moderately developed. The existing 6-inch diameter cast iron watermain exhibits numerous deficiencies and is located within the right-of-way. Electric and telephone utilities are overhead while natural gas, storm sewer and sanitary sewer lines are located underground and in close proximity to the watermain.

The referenced project will be constructed along the northbound lane of Bauman Road. The existing 6-inch cast iron watermain will be abandoned in place. The new watermain will include approximately 1,800 linear feet of 8-inch ductile iron pipe, four new fire hydrants, eight new 8-inch gate valves, one new 6-inch gate valve, and new service connections (replacements and reconnections). Watermain improvements will be within the right of way and utility easements in order to reduce construction costs and minimize disturbance.

The above referenced replacement-in-kind project will be designed, let and constructed during 2022.

All construction methods and materials will be in accordance to Erie County Water Authority, Erie County Department of Public Works and Town of Amherst specifications.

The location of the proposed watermain replacement conforms to New York State Department of Health regulations with regards to proximity to existing sanitary sewer mains. A minimum of 10 feet of separation is established throughout the length of the new watermains. All design specifications are in conformance with Erie County Water Authority standards including the location of hydrants and valves. All building services will be reconnected or replaced as necessary, with all existing hydrants removed and replaced with new hydrants.

The installation of the new watermain will increase available flows in addition to eliminating the current need for frequent repair of the system's components. These improvements will therefore provide safer, more cost effective and better quality service throughout the affected areas.

In addition to the Bauman Road waterline replacement, the Town Of Amherst with perform emergency waterline capital improvements within water district 15C as required to ensure public health and safety.

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

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order

Town of Amherst
Engineering Department
2022 Waterline Replacements

FINANCIAL SUMMARY:

The proposed replacement-in-kind project described herein will be designed, let and constructed during 2022. The total cost of these improvements will be bonded against town water district No. 15 at a total cost of $410,000.00, financed entirely with serial bonds. The proposed improvements are anticipated to have a minimum life expectancy of 20 years.

PROJECT COST SUMMARY

Estimated Construction Costs	368,000.00
Engineering Fees	40,000.00
Legal/Administrative	2,000.00
Project Bond Total	**410,000.00**

Taxation Summary:

- Total Bond Request: $410,000.00
- Bond Term: 20 years
- Annual Tax Impacts:
  - Water District #15: $0.0030 per year, per $1,000 AV
- Typical Property Taxation Impacts:
  - Water District #15: $0.59 per year, per $ 200,000 property

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

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information

Name of Action or Project:
Town of Amherst - 2022 Waterline Replacement

Project Location (describe, and attach a location map):
Bauman Road

Brief Description of Proposed Action:
Waterline Replacement in-kind.
Installation of new watermain and new fire hydrants, valves, and services, and the abandonment of the existing waterlines in-place.

Name of Applicant or Sponsor:	Telephone: 716-631-7154
Town of Amherst Engineering Department - Marc A. Bellacose	E-Mail: marc.bellacose@amherst.ny.us

Address:
1100 N. Forest Road

City/PO:	State:	Zip Code:
Williamsville	NY	14221

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

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

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

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order

	NO	YES
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☑	☐

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

Applicant/sponsor name: Marc A. Bellacose - Junior Municipal Engineer Date: 3-29-22

Signature: Marc A. Bellacose

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order

PRINT FORM

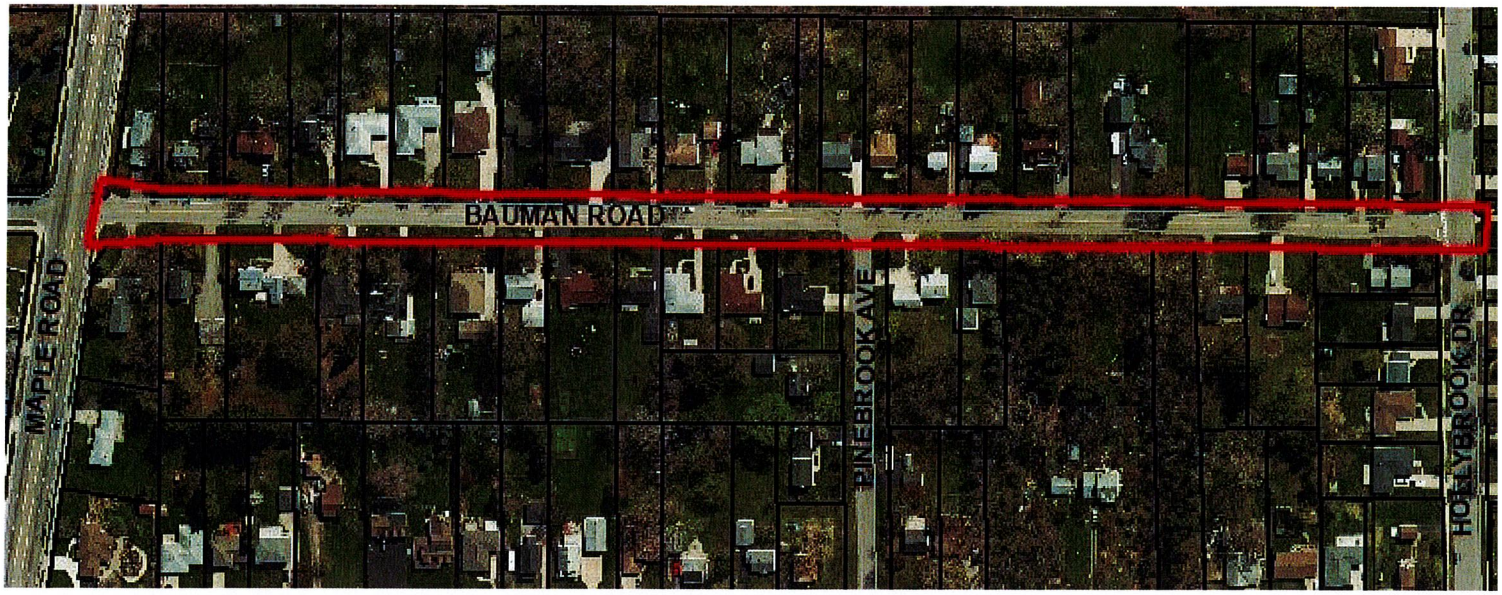


EXHIBIT 1: BAUMAN ROAD

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 25th of April, 2022.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman,
Deborah Bruch Bucki, Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Water District No. 15, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC
HEARING TO BE HELD ON
MAY 23, 2022

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Water District No. 15, in the Town (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer") to prepare the map, plan and report dated April, 2022 for the increase and improvement of facilities of the District, consisting of the replacement of water lines (CIP Project No. E-30); and

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and

Attachment: CertOCPH (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order Calling Public Hearing - (Bond - $410,000))

improvement of facilities of the District and has estimated the total cost thereof to be $410,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that each of the projects are Type II actions pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 23rd day of May, 2022 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

DATED: April 25, 2022

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

Attachment: CertOCPH (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order Calling Public Hearing - (Bond - $410,000))

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

Supervisor Brian J. Kulpa	voting_____
Councilwoman Jacqualine Berger	voting_____
Councilwoman Deborah Bruch Bucki	voting_____
Councilman Shawn Lavin	voting _____
Councilman Michael R. Szukala	voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order Calling Public Hearing - (Bond - $410,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th of April, 2022, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of April, 2022.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order Calling Public Hearing - (Bond - $410,000))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York, will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on May 23, 2022, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of Town's Water District No. 15 (the "District"), consisting of the replacement of water lines (CIP Project No. E-30), as described in the map, plan and report dated April, 2022 prepared by the Town Engineering Department. The current approved estimated maximum cost of the project is $410,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town of Amherst and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: April 25, 2022
Williamsville, New York

Francina J. Spoth
Town Clerk

Attachment: CertOCPH (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order Calling Public Hearing - (Bond - $410,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th of April, 2022, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 25th of April, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2022-398 : 2022 Waterline Replacements - Bauman Road - Order Calling Public Hearing - (Bond - $410,000))

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25703 **RESOLUTION 2022-399** **ROLL CALL VOTE (ADOPTED)**

2022 Engineering Department Equipment & Vehicle Bond Order Calling Public Hearing (Bond - $432,000)

AGENDA ITEM - APRIL 25th, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **2022 Engineering Department Equipment & Vehicle Bond**
2022 C.I.P. - Project No. E-1
Order Calling Public Hearing - $432,000

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on May 23, 2022 at 7:00 p.m.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - April 25, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Vaishali Reberholt, PE, CPESC, Assistant Municipal Engineer (*w/attachment*)

4/25/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond - $432,000

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

Attachment: CertOCPH (RES-2022-399 : 2022 Engineering Dept. Equipment & Vehicle Bond - Order Calling Public Hearing (Bond - $432,000))

At a regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 25th of April, 2022.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman,
Deborah Bruch Bucki, Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

---

Offered by:

Seconded by:

ORDER CALLING FOR A PUBLIC
HEARING TO BE HELD ON
MAY 23, 2022

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Consolidated Sanitary Sewer District, in the Town (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer") to prepare the map, plan and report dated March 23, 2022 for the increase and improvement of facilities of the District, consisting of the acquisition of equipment and motor vehicles (CIP Project No. E-1); and

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $432,000; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that each of the projects are Type II actions pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

NOW, THEREFORE, BE IT

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 23rd day of May, 2022 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Attachment: CertOCPH (RES-2022-399 : 2022 Engineering Dept. Equipment & Vehicle Bond - Order Calling Public Hearing (Bond - $432,000))

DATED: April 25, 2022

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

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

Supervisor Brian J. Kulpa	voting_____
Councilwoman Jacqualine Berger	voting_____
Councilwoman Deborah Bruch Bucki	voting_____
Councilman Shawn Lavin	voting _____
Councilman Michael R. Szukala	voting _____

The Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2022-399 : 2022 Engineering Dept. Equipment & Vehicle Bond - Order Calling Public Hearing (Bond - $432,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th of April, 2022, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this _____ day of April, 2022.

(SEAL)

_____

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2022-399 : 2022 Engineering Dept. Equipment & Vehicle Bond - Order Calling Public Hearing (Bond - $432,000))

Exhibit A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Amherst, in the County of Erie, State of New York, will meet at the Town Hall, 5583 Main Street, Williamsville, New York, on May 23, 2022, at 7 o'clock P.M. (Prevailing Time), for the purpose of conducting a public hearing in relation to the proposed increase and improvement of facilities of the Town's Consolidated Sanitary Sewer District (the "District"), consisting of the acquisition of equipment and motor vehicles (CIP Project No. E-1), as described in the map, plan and report dated March 23, 2022 prepared by the Town Engineering Department. The current approved estimated maximum cost of the project is $432,000, which is proposed to be financed through issuance of bonds by the Town of Amherst on behalf of the District, payable by levy and collections of assessments on real property in the District. Therefore, the project cost burden is expected to be borne by District property owners throughout the expected term of the bonds. However, the bonds to be issued shall be general obligation bonds of the Town of Amherst and in the event the amount of assessments collected within the District is insufficient to pay the cost of the project and/or the debt service related to the project, such costs and/or debt service shall be paid from the general Town taxes.

Further details concerning such proposed increase and improvement of facilities and the estimated costs thereof are set forth in the above-mentioned map, plan and report which is available for review at the office of the Town Clerk.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF AMHERST

Dated: April 25, 2022
Williamsville, New York

Francina J. Spoth .
Town Clerk

Attachment: CertOCPH (RES-2022-399 : 2022 Engineering Dept. Equipment & Vehicle Bond - Order Calling Public Hearing (Bond - $432,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 25th of April, 2022, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 25th of April, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2022-399 : 2022 Engineering Dept. Equipment & Vehicle Bond - Order Calling Public Hearing (Bond - $432,000))

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

March 23,2022

MEMORANDUM

To: Brian J. Kulpa, AIA – Town Supervisor

From: Jeffrey S. Burroughs, P.E. - Town Engineer

Re: 2022 CIP Project E-1 Equipment & Vehicle Bond: $432,000.00

Please accept this memorandum prioritizing the Engineering Department's 2022 Equipment Bond purchases. At this time, these are priority vehicles, but that should a different need come in to play, different equipment may be substituted. The following list of vehicles/equipment, pricing and purchase justification is found below:

Sewer Maintenance – G9000	**Est.Cost**	**PPU**	**Purchase Justification**
Ford F250 4X4 Crew Pickup	$ 44,550.00	5 Yr.	Replace E-89 (2009 Pickup)
Ford 4X4 Ranger	$ 40,000.00	5 Yr.	Replace E-17 (2013 Pickup)
Legal/ Administration	$ 450.00		
Total Amount	$ 85,000.00	5 Yr.	

CSSD Fund Tax Impact:

Cost per $1,000AV	$ 0.0015
Annual cost for $200,000 property	$ 0.3037

Cues TV Truck	$ 274,750.00	15 Yr.	Replace TV-1
Easement Machine	$ 70,500.00	15 Yr	Replace E-110
Legal/ Administration	$ 1,750.00		
Total Amount	$ 347,000.00	15 Yr.	

CSSD Fund Tax Impact:

Cost per $1,000 AV	$ 0.0025
Annual cost for $200,000 property	$ 0.4964

Total Bond Amount: $ 432,000.00

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

Attachment: MPR.TOAENGVehsEquip-04202022103751 (RES-2022-399 : 2022 Engineering Dept. Equipment & Vehicle Bond - Order Calling

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25711 **RESOLUTION 2022-400** **ADOPTED**

Engagement Letter - Hurwitz & Fine, P.C. (CRS# 3319)

AGENDA ITEM : APRIL 25, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Engagement Letter With Hurwitz & Fine, P.C. (CRS #3319)**
Tort and Civil Litigation Matters

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter for tort and civil litigation services pending successful completion of the CRS.

The handling attorney, Stephen Sorrels, Esq., has left his prior firm, Feldman Kieffer, LLP, and the Town Attorney is authorizing his continued handling and oversight on several litigation cases that he was previously assigned.

All rates will remain the same.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - April 25, 2022**)

4/25/2022
Consent

FINANCIAL IMPACT:

$165.00 per hour for partners; $135.00 per hour for associates; $75.00 per hour for paralegals (Time billed in 0.1/hour increments) (P1915.4090)

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

HURWITZ & FINE, P.C.
ATTORNEYS AT LAW

Stephen M. Sorrels
SMS@hurwitzfine.com

April 21, 2022

Stanley J. Sliwa,
Town Attorney
Town of Amherst
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221
ssliwa@amherst.ny.us

RE: TOWN OF AMHERST, NEW YORK – LEGAL SERVICES

Dear Town Attorney Sliwa:

This will confirm that the Town of Amherst is retaining Hurwitz & Fine, PC, as legal counsel for civil litigation matters previously assigned by the Town of Amherst to Stephen M. Sorrels while he worked at Feldman Kieffer. Hurwitz & Fine, PC, now employs Mr. Sorrels. The terms of retention of Hurwitz & Fine P.C. shall be in effect through December 31, 2022. In order to avoid any misunderstanding of our function and the cost necessarily involved, we would like you to be aware of the procedures we follow.

The financial aspects of your engagement of Hurwitz & Fine, PC will be that our firm will be paid for time spent in connection with our representation at the reduced hourly rate, billed in 0.1/hour increments, as follows: $165.00 for Partners, $135.00 for Associates, and $75.00 for paralegals.

It is our understanding that pursuant to authority granted by the Town Board, the Town Supervisor has the legal capacity to enter into this agreement on behalf of the Town of Amherst to retain Hurwitz & Fine, PC as legal counsel. In the event it is determined that the Supervisor lacks the legal capacity to enter into this agreement, then Hurwitz & Fine, PC shall not be held liable and/or otherwise responsible for any claims pertaining to unauthorized representation of the Town of Amherst.

We believe that it is important for each client to be aware that the use of the telephone and email is an integral part of the attorney/client relationship. It allows more flexibility in our communication with you (the client) and with others including, but not limited to, attorneys, experts, the Courts, etc. For this reason, all telephone calls and email correspondence are billed at the same rates as other legal services. Additionally, you consent to the electronic filing of documents with the Court, when appropriate. We, in turn, agree to adhere to the Town's Handling and Billing Guidelines, which we acknowledge receipt and acceptance of.

Attachment: HF Town of Amherst Letter of Engagement 4-25-2022 Final (RES-2022-400 : Engagement Letter - Hurwitz & Fine, P.C. (CRS# 3319))

We will keep you advised of time spent on your behalf, and statements will be issued on a quarterly basis in compliance with the Town of Amherst's Billing Guidelines which we acknowledge receipt of and agree to follow. Per your request we have enclosed signed acknowledgment of receipt of these guidelines as well as the Town's Handling Guidelines. We will send our billing statements directly to your attention to your email address for initial review and auditing. Once you audit the bills as Town Attorney, you will advise us and we will then submit the audited bill to your third-party administrator USI Insurance Services LLC. Our firm will also be paid for certain costs and expenses actually incurred and reasonably necessary in representing you, including, but not limited to, court filing fees, photocopying, postage, outside transcription costs, and travel expenses. This will also serve to advise that you have the right to request arbitration of fee disputes consistent and in accordance with Part 137 of the Rules of the Chief Administrator of the Courts.

If you should decide to discontinue our firm's services prior to the final resolution of any matter, you shall be liable for our time computed at the above rates. We may withdraw from the representation described herein at any time on reasonable notice to you. If we withdraw, it is agreed that we will be compensated at our normal hourly rates for all hours expended by this firm.

It is understood that we will diligently undertake our representation of you to the best of our abilities and in a manner, which is in your best interests, and that we will consult with you before taking any action in these matters. We, of course, have made no promises, express or implied, as to the eventual resolution or outcome of any matters for which we represent the Town of Amherst.

This letter shall constitute our Letter of Engagement and your signature below shall act as authorization to represent the Town of Amherst as legal counsel in civil litigation matters handled or assigned to our firm pursuant to the terms of the original RFP. Please have the Town's Supervisor sign below on the line indicated.

This agreement constitutes not only the retainer agreement but also the Town's full authorization for this firm to act on behalf of the Town of Amherst as legal counsel. Additionally and by signing this retainer agreement, the Town is confirming to this office that you will cooperate promptly with any requests we may make of you, that you will be truthful and forthcoming in your discussions with us and that you will provide us with your correct address and phone number if either should change during the course of our representation of you. An additional copy of this retainer agreement is to be kept by you for future reference. We do ask that you sign an original agreement and return it by mail to our office. Our representation of the Town of Amherst will begin upon our receipt of the signed retainer agreement and the assignment and/or referral of matters.

Attachment: HF Town of Amherst Letter of Engagement 4-25-2022 Final (RES-2022-400 : Engagement Letter - Hurwitz & Fine, P.C. (CRS# 3319))

While we understand that this letter appears to be somewhat formal, the Lawyer's Code of Professional Responsibility recommends a clear statement of the arrangements made for the engagement of an attorney, and we have found that our clients prefer such a statement. We will diligently and faithfully attempt to pursue this matter to the best of our abilities and in any manner that best suits your interest.

Thank you for selecting Hurwitz & Fine, PC to serve as counsel for the Town of Amherst. We look forward to working with you and your office. Please call me with any questions or concerns at (716) 849-8900.

Sincerely,

HURWITZ & FINE, P.C.

Stephen M. Sorrels

Stephen M. Sorrels

AGREED TO THIS _____ OF ARPIL, 2022:

_____
Brian J. Kulpa
Town Supervisor, Town of Amherst

Attachment: HF Town of Amherst Letter of Engagement 4-25-2022 Final (RES-2022-400 : Engagement Letter - Hurwitz & Fine, P.C. (CRS# 3319))

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25722 **RESOLUTION 2022-401** **ADOPTED**

Settlement Agreement - Oliveri V. Town of Amherst (CRS# 3320)

AGENDA ITEM : APRIL 25, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Settlement Agreement : Oliveri v. Town of Amherst**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Settlement Agreement in full and final settlement of the above matter pending successful completion of the CRS.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - April 25, 2022**)

4/25/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

As detailed in Paragraph 5 (a-e).

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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release (the "Agreement") is made and entered into by and between JAMES C. OLIVIERI ("Olivieri"), residing at 157 Royal Parkway West, Williamsville, New York, and THE TOWN OF AMHERST ("the Town"), a municipal corporation with offices at 5583 Main Street, Williamsville, New York.

WHEREAS Olivieri has been employed fulltime by the Town since September 7, 2004, initially as a Laborer and since April 7, 2015 as a full time Motor Equipment Operator assigned to the Town's Engineering Department; and

WHEREAS, on March 3, 2022, Olivieri served a Notice of Claim on the Town asserting claims of economic, psychological, and emotional damages resulting from a purported course of harassment by his co-workers and supervisors because of Olivieri's claimed disabilities, as well as retaliation resulting from his complaints of such harassment; and

WHEREAS the Town denies and disputes Olivieri's allegations; and

WHEREAS, in the interest of avoiding the costs, inconvenience and uncertainties of potential litigation, the Parties hereto have hereby agreed to fully and finally settle, all claims that Olivieri has brought against the Town arising out of the allegations in the aforementioned Notice of Claim;

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term "the Town," as used in this Agreement, shall refer to the Town of Amherst, New York, and its departments and divisions, managers, supervisors and employees, elected and appointed officials, predecessors, and successors.

Attachment: 20220419 JCO Signed Settlement Agreement (RES-2022-401 : Settlement Agreement - Oliveri V. Town of Amherst (CRS #3320))

2. The term "Olivieri" as used in this Agreement, shall refer to James C. Olivieri and his representatives, assigns, agents, heirs, executors, and estates.

3. The term the "Parties," as used in this Agreement, shall refer to the Town as that term is defined in paragraph 1 above, and Olivieri, as that term is defined in paragraph 2 above.

4. The Parties agree that no provision of this Agreement shall be construed as an admission by any party of any wrongdoing, liability, or unlawful conduct.

5. The Town agrees that it has, or will, subject to all procedures and approvals by the Town Board and other public official and/or entities as required, appoint Olivieri to the Highway Department as Refuse Control Officer ("RCO") under the following terms:

a. Olivieri shall be appointed to the provisional position of RCO, Grade 13, Step E, at an annual salary of $59,207.20;

b. In addition to his annual salary set forth in subparagraph (a) above, Olivieri shall be entitled to paid lunch pursuant to the applicable CSEA collective bargaining agreement (2.5 additional paid hours per week at the straight time rate), and to work on Town Holidays at time-and-a-half, plus eight (8) hours holiday pay pursuant to the applicable CSEA collective bargaining agreement;

c. Olivieri's appointment shall remain provisional until such time as he has passed the applicable civil service exam and is eligible for appointment under applicable civil service rules, at which time his position shall become probationary;

Attachment: 20220419 JCO Signed Settlement Agreement (RES-2022-401 : Settlement Agreement - Oliveri V. Town of Amherst (CRS #3320))

d. As a probationary RCO, Oliveri shall remain a member of AEA, his current union, until such time his appointment becomes permanent following the successful completion of his probationary status;

e. Oliveri shall not be harassed or discriminated against in any fashion by any Town employees, officials or representatives during the course of his employment at the Town;

6. Upon execution of this Agreement by all Parties, Olivieri shall formally withdraw any Notice of Claim he filed and served against the Town, and shall thereby waive and not prosecute any claims he may have arising out of the events and circumstances referred to in said Notice of Claim before any tribunal which may have jurisdiction to adjudicate said contentions contained in the Notice of Claim. Olivieri represents and warrants that he is unaware of any other outstanding claims or charges presently existing as a result of the events and circumstances referred to in said Notice of Claim.

7. Except as to any conduct of the Town occurring after the effective date of this Agreement, Olivieri agrees that he will not initiate or file any legal complaint, action, or charge against the Town with any tribunal that has jurisdiction to adjudicate the matters referenced in the Notice of Claim. If any tribunal, agency, or court should assume jurisdiction of any complaint, action or charge against the Town on behalf of Olivieri or any class of which he may be a member, Olivieri shall waive any and all claims to relief and further take all reasonable steps to have any such matter discontinued without any adjudication of the merits of the same. Notwithstanding the foregoing, Olivieri understands that nothing in this Agreement prevents him from filing a charge with any

Attachment: 20220419 JCO Signed Settlement Agreement (RES-2022-401 : Settlement Agreement - Oliveri V. Town of Amherst (CRS #3320))

state or federal agency, or commencing an action in any court of competent jurisdiction, or participating in any investigation or proceeding arising out of actions by or on behalf of the Town arising after the date of this Agreement.

8. Except as to the obligations set forth in this Agreement, Olivieri, for himself and his representatives, assigns, agents, heirs, executors, and estates, hereby fully, forever, irrevocably, and unconditionally releases the Town from - and covenants not to sue or commence a proceeding before any administrative agency nor file a grievance against the Town for - any and all claims, charges, promises, demands, and liabilities (including attorney fees and costs) of every kind and nature, known or unknown, occurring prior to the effective date of this Agreement.

9. Olivieri represents and agrees that he has not disclosed, and will not disclose, the terms and facts of this Agreement or any information regarding this Agreement to anyone other than to legal counsel, tax or financial advisers, and his immediate family, and in those limited circumstances, only so long as they agree to maintain the necessary confidentiality. If anyone should inquire about the allegations upon which this Agreement is premised, he will respond only by stating that "The matter has been resolved."

10. The Town represents and agrees that it has not disclosed, and will not disclose, except to the extent legally necessary to permit the Town Board to approve this Agreement, in which case this Agreement will be redacted per agreement with Olivieri's counsel for submission to the Town Board as an agenda item, the terms and facts of this Agreement or any information regarding this Agreement to anyone other than to legal counsel, tax or financial advisers, and the Town Board and elected officials as may be necessary to approve or effectuate the terms of this Agreement, and in those limited

Attachment: 20220419 JCO Signed Settlement Agreement (RES-2022-401 : Settlement Agreement - Oliveri V. Town of Amherst (CRS #3320))

circumstances, only so long as they agree to maintain the necessary confidentiality. In the event that anyone should inquire about the allegations upon which this Agreement is premised, the Town will respond only by stating that "The matter has been resolved."

11. The disclosure prohibitions set forth in Paragraphs 9 and 10 above shall not apply in the following circumstances: (i) by written agreement of the Parties; (ii) whenever ordered by a court of competent jurisdiction or otherwise required by local, state, or federal law or regulation; (iii) whenever required to do so in order to enforce the Parties' rights under this Agreement; and (iv) if required by the Internal Revenue Service or any other taxing authority in connection with a determination of the tax consequences of this Agreement. If disclosure is required pursuant to (ii) through (iv) of this paragraph, each party shall use all reasonable means to immediately notify the other of such required disclosure.

12. The Parties agrees that each of them will not provide information, issue statements, or take any action, directly or indirectly, that would cause the other embarrassment or humiliation or otherwise cause or contribute to disrepute or disparagement of the other.

13. This Agreement shall be binding upon and inure to the benefit of Olivieri, his heirs, administrators, executors, representatives, successors, and assigns, and shall also be binding upon and inure to the benefit of the Town, its elected and appointed officers, administrators, representatives, successors, and assigns.

14. This Agreement shall be governed by the substantive laws of New York and may be amended or modified only by a written agreement signed by the Parties. Should any provision be declared by any court to be invalid, the validity of the remaining

Attachment: 20220419 JCO Signed Settlement Agreement (RES-2022-401 : Settlement Agreement - Oliveri V. Town of Amherst (CRS #3320))

provisions shall not be affected, and the invalid provision(s) shall be deemed not a part of this Agreement. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

15. This Agreement sets forth the entire Agreement between the parties and supersedes any prior agreement between Olivieri and the Town. Olivieri has not relied on any representations, promises, or agreements of any kind made to him by the Town in connection with his decision to accept this Agreement, except for those set forth in this Agreement.

16. The Parties agree that the failure of any party to enforce or exercise any right, condition, term or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

17. This Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.

IN WITNESS WHEREFORE, the parties hereto have caused this Settlement Agreement to be executed on the date shown by each of their signatures below.

[Signatures on Following Pages]

Attachment: 20220419 JCO Signed Settlement Agreement (RES-2022-401 : Settlement Agreement - Oliveri V. Town of Amherst (CRS #3320))

Dated: April 19, 2022

James C. Olivieri

Sworn to before me this
19th day of April 2022.

Notary Public

DAVID G. BROCK
Notary Public State of New York
Qualified in Erie County
Commission Expires November 30th 2025

Dated:

The Town of Amherst

by: _____
Brian J. Kulpa, Town Supervisor

Sworn to before me this
_____ day of April 2022.

_____
Notary Public

Attachment: 20220419 JCO Signed Settlement Agreement (RES-2022-401 : Settlement Agreement - Oliveri V. Town of Amherst (CRS #3320))

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25719 **RESOLUTION 2022-402** **ADOPTED**

Settlement of Article 7 Matter - Amherst Care Group V. Town of Amherst

AGENDA ITEM : APRIL 25TH, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Settlement of Article 7 Matter**
Amherst Care Group v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(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 : April 25, 2022**)
Emily Murphy, Town Assessor

4/25/2022
Consent

FINANCIAL IMPACT:

Assessment

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

File # 60473

At a Special Term, Part IV of the Supreme Court of the State of New York, held in and for the County of Erie, in the City of Buffalo, New York, on the day of , 2022.

P R E S E N T :

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

In the Matter of		CONSENT ORDER
AMHERST CARE GROUP LLC,	Assessment Year	Index No.
Petitioner,	2021	809604/2021
-against-		
THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE TOWN OF AMHERST AND THE BOARD OF ASSESSMENT REVIEW,	Section: 43.17 Block: 2 Lot: 5.12	
Respondents.		

The above Petitioner having heretofore served and filed the petitions and notices to review the tax assessments fixed by the Town of Amherst for the assessment year 2021 upon certain real property located at 8820 Transit Road, East Amherst, New York, for the property described as Section 43.17, Block 2, Lot 5.12 on the Official Assessment Map of the Town of Amherst, and

The issues of these proceedings have duly come on for trial at a Special Tax Certiorari Term of this Court, and the Petitioner having appeared by Jason M. Penighetti, Esq., of

Attachment: Consent Order (RES-2022-402 : Settlement of Article 7 Matter - Amherst Care Group V. Town of Amherst)

KOEPPEL MARTONE & LEISTMAN, LLC, and the Respondent having appeared by Samuel A. Alba, Esq., Senior Deputy Attorney, Town of Amherst, and the Intervenor-Respondents having appeared by Michael Risman, Esq., for the Williamsville Central School District, and James C. Demarco III Esq., for the County of Erie, the parties having made their settlement, it is

ORDERED, ADJUDGED AND DECREED, that the assessments made against Petitioner's above-referenced properties be and the same hereby is reduced, corrected, and fixed for the assessment year as follows:

Assessment Year	Original Assessed Value	Amount of Reduction	Final Assessed Value
2021	$ 5,740,000	$ 0	$ 5,740,000

and so confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the 2022 assessed value shall be set at $4,060,000. If the assessed value for the 2023 and 2024 assessment years is set at $4,900,000, petitioner agrees not to file an RPTL Article 7 proceeding, and it is further

ORDERED, ADJUDGED and DECREED, that the officer or officers having custody of said assessment roll and any tax roll upon which the above-mentioned assessments and any taxes levied have been entered, shall correct the said entries in conformity with this Judgment and shall note upon the margin of said rolls

Attachment: Consent Order (RES-2022-402 : Settlement of Article 7 Matter - Amherst Care Group V. Town of Amherst)

this Judgment and shall note upon the margin of said rolls opposite said entries, that the same have been corrected by the authorization of this Judgment; and it is further

ORDERED, ADJUDGED and DECREED, that this Judgment hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Judgment, the above-entitled proceedings be and the same are settled and discontinued.

E N T E R

_____
J.S.C.

O N C O N S E N T:
Dated: April 19, 2022

JASON M. PENIGHETTI, ESQ.
Koeppel Martone & Leistman, LLC
Attorneys for Petitioner
155 First Street
P.O. Box 863
Mineola, New York 11501-0863
Jpenighetti@taxcert.com

SAMUEL A. ALBA, ESQ.
Senior Deputy Attorney
Attorney for the Respondent
Town of Amherst
5583 Main Street
Williamsville, NY 14221
Salba@amherest.ny.us

JAMES C. DEMARCO III ESQ.
Bengart & Demarco, LLP
Attorneys for Intervenor-Respondent
County of Erie
2655 Sheridan Drive
Tonawanda, New York 14150
Jdemarco@bengartdemarcolaw.com

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Williamsville Central SD
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Buffalo, NY 14202-4040
Mrisman@hodgsonruss.com

Attachment: Consent Order (RES-2022-402 : Settlement of Article 7 Matter - Amherst Care Group V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25720 **RESOLUTION 2022-403** **ADOPTED**

Settlement of Article 7 Matter - Samuel & Joanne Shatkin, Jr.; Carol Todaro; Cynthia P. LoVullo; and Mary E. Jacobi V. Town of Amherst

AGENDA ITEM : APRIL 25TH, 2022

TO: **Town Board**

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

DATE: **April 20, 2022**

RE: **Settlement of Article 7 Matter**
Samuel & Joanne Shatkin, Jr.; Carol Todaro; Cynthia P. LoVullo; and Mary E. Jacobi v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(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 : April 25, 2022**)
Emily Murphy, Town Assessor

4/25/2022
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

SAMUEL & JOANNE SHATKIN JR.; CAROL TODARO; CYNTHIA P. LOVULLO; and MARY E. JACOBI

Petitioner,

v.

CONSENT ORDER

Index No.: 809550/2021

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
10 Landing Creek Court	55.11-1-9
9 Landing Creek Court	55.11-1-12
2 Landing Creek Court	55.11-1-8
18 Landing Creek Court	55.11-1-10

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: AMH 21901 fix2 (RES-2022-403 : Settlement of Article 7 Matter - Samuel & Joanne Shatkin, Jr.)

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

Address	Section/Block/Lot	Assessed Value
10 Landing Creek Court	55.11-1-9	$705,000
9 Landing Creek Court	55.11-1-12	$595,000
2 Landing Creek Court	55.11-1-8	$705,000
18 Landing Creek Court	55.11-1-10	$925,000

, 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

Attachment: AMH 21901 fix2 (RES-2022-403 : Settlement of Article 7 Matter - Samuel & Joanne Shatkin, Jr.)

ORDERED, STIPULATED, AND ADJUDGED that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of 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,

Attachment: AMH 21901 fix2 (RES-2022-403 : Settlement of Article 7 Matter - Samuel & Joanne Shatkin, Jr.)

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: AMH 21901 fix2 (RES-2022-403 : Settlement of Article 7 Matter - Samuel & Joanne Shatkin, Jr.)

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

By: _____
Marcus R. Catlin. Esq.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
Town of Amherst

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

Date: _____

FOR INTERVENOR
Williamsville CSD

By:_____
Michael B. Risman, Esq.
Intervenor

Date: _____

Attachment: AMH 21901 fix2 (RES-2022-403 : Settlement of Article 7 Matter - Samuel & Joanne Shatkin, Jr.)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 25605 **RESOLUTION 2022-404** **ADOPTED**

Edmunds GovTech Tax Software Support Contract CRS #3238

Please authorize the Supervisor to sign the Annual Software & Support Agreement with Edmunds GovTech, for the Tax Collection System. This agreement is valid 1/1/2022-12/31/2022.

4/25/2022
Consent

FINANCIAL IMPACT:

$7,260.00 A 1410 4000

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

Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

Thank you for your business!
Please contact us at
AR@Edmundsgovtech.com
with questions regarding this invoice.
Visit our support site
www.Edmundsgovtech.com

INVOICE

Invoice #: 22-IN1527
Invoice Date: 11/03/2021
Payment Terms: Net 60
Due Date: 01/02/2022

Description: Annual Software Maintenance

Attn: Accounts Payable
Amherst Town
5583 Main St.
Williamsville, NY 14221

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	BAS_TCS	Tax Collection System Maintenance - Period 01/01 through 12/31	$5230	$5,230.00	Contract #: BAS_SWM946
1	3-RM-1252-5	Real Property Tax I Maintenance - Period 01/01 through 12/31	$2030	$2,030.00	Contract #: BAS_SWM946
			TOTAL:	$7,260.00	
			PAYMENTS/ CREDITS APPLIED:	$0.00	
			TOTAL AMOUNT DUE:	$7,260.00	

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

Proven Solutions That Power Local Government

edmunds GovTech

2022 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds GovTech (EGT), you must enter into this agreement.

1. Any defects in the EGT Application Software as determined by EGT will be corrected at no cost to the user, provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. EGT is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on- site support is a billable service. Our minimum hourly rate is $150 with at least one-half hour billable.
3. EGT proprietary end user documentation, FAQs, helpful hints, video tutorials and such are for client use only and not to be distributed.
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of EGT MCSJ software is required to have a high-speed connection. EGT will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an onsite visit is billable at the rate of $ 150 per hour for each person and reasonable travel expenses.
6. EGT's liability, damages or remedy on any claim shall not exceed the original cost of theEGT MCSJ software system. In no event shall EGT be held liable for consequential, incidental, indirect, special, punitive or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. No action arising from use of EGT's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. EGT reserves the right to withdraw without penalty any EGT application software package from coverage at our sole discretion upon one-hundred-twenty (120) days' notice.
9. This agreement must be signed and returned by December 31, 2021 for continued support. The effective date of this agreement is January 1, 2022 through December 31, 2022.

Client Name:

_____

Authorized Representative: _____ Date: _____

Signature

Printed Name: _____

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

2022 Hardware & System Software Support Agreement

The majority of hardware purchased from Edmunds GovTech (EGT) carries a manufacturer's warranty of one (1) year. Please return this agreement to receive continued hardware service & support. The terms of this agreement are listed below:

1. Where applicable, all service of hardware and system software will take place at the client's site. It is the client's obligation to provide full and free access to all equipment and system software needing repair. If satisfactory repair cannot take place in a timely fashion, it will be replaced with an equal or better piece of equipment or a loaner will be provided.
2. One client representative will be responsible for contacting Edmunds GovTech to notify them of a service/support call. The problem will be explained to an Edmunds representative and the proper action will be taken.
3. Edmunds GovTech liability on any claim shall not exceed the replacement value of the piece of equipment being repaired. In no event shall Edmunds GovTech be liable for consequential, incidental, special, or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use the listed equipment.
4. Hardware or system software failure caused by the following is not covered under this agreement:
    a. Abnormal usage or abuse of covered equipment.
    b. Negligence or neglect on the part of the user.
    c. Acts of God, epidemics, war, or riots.
    d. **Proper back-up procedures were not followed or tapes are unavailable. See enclosed minimum back-up procedures sheet.**
5. Disposable or expendable items are not covered under this agreement. These items include, but are not limited to, printer ribbons, toner, developer, drums, tapes, and battery backups.
6. Network cables, printer cables, and power cords are not covered.
7. The frequency and requirement of preventive maintenance will be determined by Edmunds GovTech and will normally be performed at the same time as remedial maintenance.
8. Edmunds GovTech reserves the right to withdraw any item of equipment from coverage at the end of the initial term, or thereafter on thirty (30) days' notice on its sole discretion if it determines the equipment cannot be repaired because of excessive wear or deterioration.

Client Name: _____

Authorized Representative: _____ Date: _____

Signature

Printed Name: _____

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

2022 Annual Support Maintenance Services

Client Support Services

- Phone support with priority resolution escalation
- EGT is staffed with Certified Finance Officers & Tax Collectors
- Remote desktop access for support inquiries & resolution
- E-mail & live chat for support inquiries
- Technical issue resolution for MCSJ Software operation
- MCSJ report printing resolution
- Client voting for software enhancements in "The User Voice" community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

Software Updates, New Products & Development

- MCSJ enhancements to Version 2020.2 ready now
- Parks & Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps/Portals - MCSJ My Town, Requisition, Attendance Maintenance, Meter Management, Inspection, Work Order, Permitting Self-Service, Vendor Self-Service Dashboard, Resident Self-Service, Web Inquiry & Payment Portal

Client Support Website Access

- Knowledge base & FAQs
- Helpful hints
- Video tutorials
- Software system & technical documentation

Client Services

- Access to more than 200 webinars/video tutorials
- E-mail alerts & notifications of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- Free onsite and virtual user group meetings
- 24/7 access to downloadable system patches and updates

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

Consultant Major Exposure Addendum to Contract Award

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

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

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

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

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

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

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

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

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:

Edmunds GovTech Inc.
Print Name of Company

By: _____
Signature

Richard Kroy
Printed name

Date: 3/11/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

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: Edmunds GovTech Inc

Signature:

Print Name: Richard Eroj

Title: Sr VP

Date: 3/11/22

Sworn To Before Me This

11 Day of March, 2022

Notary Public

MARY SUSAN LOVE
ID # 2431590
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March

Revised 4.2017

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

EDMUNDS-02

13.B.1.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2021

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

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

PRODUCER License # 8028637 Glenn Insurance, Inc. 333 Dutch Mill Road Malaga, NJ 08328	CONTACT NAME: Trish Cowan PHONE (A/C, No, Ext): (856) 777-5406 FAX (A/C, No): (856) 777-5419 E-MAIL ADDRESS: tcowan@glenninsurance.com
INSURED Edmunds GovTech, Inc. 301 A Tilton Road Northfield, NJ 08225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co. of America — 25674 INSURER B : Travelers Indemnity Co of America — 25666 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ZLP11S7633321	10/1/2021	10/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 500,0 $ 10,0 $ 1,000,0 $ 2,000,0 $ 2,000,0
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA6N27890221	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP0L67238621	10/1/2021	10/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,0 $ 10,000,0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Cyber Liability			ZPL61M6752420	10/1/2021	10/1/2022	Claims Made Agg	4,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #1761 - Annual software support & maintenance of IPS

The Town of Amherst is recognized as an Additional Insured on the General Liability policy on a primary & non-contributory basis as required by written contract or agreement.

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

Kathy L. Dunn

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Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) Edmunds GovTech 661 Plank Rd Clifton Park, NY 12065 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 22-2403081
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, New York 14221	3a. Name of Insurance Carrier **New York Life Group Insurance Company of NY** 3b. Policy Number of Entity Listed in Box "1a" NYD601028 3c. Policy effective period 1/1/2022 to 1/1/2023

4. Policy provides the following benefits:
   - ☒ A. Both disability and paid family leave benefits.
   - ☐ B. Disability benefits only.
   - ☐ C. Paid family leave benefits only.

5. Policy covers:
   - ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - ☐ B. Only the following class or classes of employer's employees: _____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Marceline E. Reilly

Date Signed January 11, 2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236 Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) EDMUNDS GOVTECH, INC. 301 A TILTON ROAD NORTHFIELD, NJ 08225 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 609-645-7333 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 22-2403081
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier THE PHOENIX INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-5J311997-21-I5-G 3c. Policy effective period 10-01-2021 to 10-01-2022 3d. The Proprietor, Partners or Executive Officer 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: STEPHANIE BAKER
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Stephanie Baker (Signature) 10-1-2021 (Date)

Title: SR CUSTOMER SOLUTIONS SPECIALIST

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4852

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.

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Edmunds Gov Tech-Tax 2022 (RES-2022-404 : Edmunds GovTech Tax Software Support Contract CRS #3238)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 25613 **RESOLUTION 2022-405** **ADOPTED**

Edmunds GovTech Clerk Licensing System CRS #3237

Please authorize the Supervisor to sign the annual software & support agreement with Edmunds GovTech for the Town Clerk Licensing System. This agreement is valid from 5/1/22-4/30/23.

4/25/2022
Consent

FINANCIAL IMPACT:

$5,170.60 A 1410 4000

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

Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

Thank you for your business!
Please contact us at
AR@Edmundsgovtech.com
with questions regarding this invoice.
Visit our support site
www.Edmundsgovtech.com

INVOICE

Invoice #: 22-IN2656
Invoice Date: 03/01/2022
Payment Terms: Net 60
Due Date: 04/30/2022

Description: Software Maintenance

Attn: Accounts Payable
Amherst Town
5583 Main St.
Williamsville, NY 14221

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	3-MM-0381-5	Clerk Maintenance - Period 5/1 through 4/30	$4861.6	$4,861.60	Contract #: BAS_SWM253-1
1	3-MM-0409-5	Clerk Online Dog License Portal Maintenance - Period 5/1 through 4/30	$309	$309.00	Contract #: BAS_SWM253-1
			TOTAL:	$5,170.60	
			PAYMENTS/ CREDITS APPLIED:	$0.00	
			TOTAL AMOUNT DUE:	$5,170.60	

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

Proven Solutions That Power Local Government

edmunds GovTech

2022 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds GovTech (EGT), you must enter into this agreement.

1. Any defects in the EGT Application Software as determined by EGT will be corrected at no cost to the user, provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. EGT is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on- site support is a billable service. Our minimum hourly rate is $150 with at least one-half hour billable.
3. EGT proprietary end user documentation, FAQs, helpful hints, video tutorials and such are for client use only and not to be distributed.
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of EGT MCSJ software is required to have a high-speed connection. EGT will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an onsite visit is billable at the rate of $ 150 per hour for each person and reasonable travel expenses.
6. EGT's liability, damages or remedy on any claim shall not exceed the original cost of the EGT MCSJ software system. In no event shall EGT be held liable for consequential, incidental, indirect, special, punitive or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. No action arising from use of EGT's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. EGT reserves the right to withdraw without penalty any EGT application software package from coverage at our sole discretion upon one-hundred-twenty (120) days' notice.
9. This agreement must be signed and returned by December 31, 2021 for continued support. The effective date of this agreement is January 1, 2022 through December 31, 2022.

Client Name:

_____

Authorized Representative: _____ Date: _____

Signature

Printed Name: _____

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

edmunds GovTech

2022 Hardware & System Software Support Agreement

The majority of hardware purchased from Edmunds GovTech (EGT) carries a manufacturer's warranty of one (1) year. Please return this agreement to receive continued hardware service & support. The terms of this agreement are listed below:

1. Where applicable, all service of hardware and system software will take place at the client's site. It is the client's obligation to provide full and free access to all equipment and system software needing repair. If satisfactory repair cannot take place in a timely fashion, it will be replaced with an equal or better piece of equipment or a loaner will be provided.
2. One client representative will be responsible for contacting Edmunds GovTech to notify them of a service/support call. The problem will be explained to an Edmunds representative and the proper action will be taken.
3. Edmunds GovTech liability on any claim shall not exceed the replacement value of the piece of equipment being repaired. In no event shall Edmunds GovTech be liable for consequential, incidental, special, or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use the listed equipment.
4. Hardware or system software failure caused by the following is not covered under this agreement:
    a. Abnormal usage or abuse of covered equipment.
    b. Negligence or neglect on the part of the user.
    c. Acts of God, epidemics, war, or riots.
    d. **Proper back-up procedures were not followed or tapes are unavailable. See enclosed minimum back-up procedures sheet.**
5. Disposable or expendable items are not covered under this agreement. These items include, but are not limited to, printer ribbons, toner, developer, drums, tapes, and battery backups.
6. Network cables, printer cables, and power cords are not covered.
7. The frequency and requirement of preventive maintenance will be determined by Edmunds GovTech and will normally be performed at the same time as remedial maintenance.
8. Edmunds GovTech reserves the right to withdraw any item of equipment from coverage at the end of the initial term, or thereafter on thirty (30) days' notice on its sole discretion if it determines the equipment cannot be repaired because of excessive wear or deterioration.

Client Name:

_____

Authorized Representative: _____ Date: _____

Signature

Printed Name: _____

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

2022 Annual Support Maintenance Services

Client Support Services

- Phone support with priority resolution escalation
- EGT is staffed with Certified Finance Officers & Tax Collectors
- Remote desktop access for support inquiries & resolution
- E-mail & live chat for support inquiries
- Technical issue resolution for MCSJ Software operation
- MCSJ report printing resolution
- Client voting for software enhancements in "The User Voice" community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

Software Updates, New Products & Development

- MCSJ enhancements to Version 2020.2 ready now
- Parks & Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps/Portals - MCSJ My Town, Requisition, Attendance Maintenance, Meter Management, Inspection, Work Order, Permitting Self-Service, Vendor Self-Service Dashboard, Resident Self-Service, Web Inquiry & Payment Portal

Client Support Website Access

- Knowledge base & FAQs
- Helpful hints
- Video tutorials
- Software system & technical documentation

Client Services

- Access to more than 200 webinars/video tutorials
- E-mail alerts & notifications of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- Free onsite and virtual user group meetings
- 24/7 access to downloadable system patches and updates

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

Consultant Major Exposure Addendum to Contract Award

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

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

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

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

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

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

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

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

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: Edmunds GovTech Inc

Signature: [signature]

Print Name: Richard Eroj

Title: SrVP

Date: 3/11/22

Sworn To Before Me This

11 Day of March, 2022

[signature]

Notary Public

MARY SUSAN LOVELL
ID # 2431590
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 2023

Revised 4.2017

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

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:

Edmunds GovTech Inc
Print Name of Company

By: _____
Signature

Richard Eroy
Printed name

Date: 3/11/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2021

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

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

PRODUCER License # 8028637 Glenn Insurance, Inc. 333 Dutch Mill Road Malaga, NJ 08328	CONTACT NAME: Trish Cowan PHONE (A/C, No, Ext): (856) 777-5406 FAX (A/C, No): (856) 777-5419 E-MAIL ADDRESS: tcowan@glenninsurance.com
INSURED Edmunds GovTech, Inc. 301 A Tilton Road Northfield, NJ 08225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Casualty Co. of America — 25674 INSURER B : Travelers Indemnity Co of America — 25666 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,0
	CLAIMS-MADE X OCCUR	X		ZLP11S7633321	10/1/2021	10/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,0
							MED EXP (Any one person)	$ 10,0
							PERSONAL & ADV INJURY	$ 1,000,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,0
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,0
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,0
	X ANY AUTO			BA6N27890221	10/1/2021	10/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP0L67238621	10/1/2021	10/1/2022	EACH OCCURRENCE	$ 10,000,0
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,0
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			ZPL61M6752420	10/1/2021	10/1/2022	Claims Made Agg	4,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract #1761 - Annual software support & maintenance of IPS

The Town of Amherst is recognized as an Additional Insured on the General Liability policy on a primary & non-contributory basis as required by written contract or agreement.

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

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Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

13.B.2.a

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) Edmunds GovTech 661 Plank Rd Clifton Park, NY 12065 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 22-2403081
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, New York 14221	3a. Name of Insurance Carrier **New York Life Group Insurance Company of NY** 3b. Policy Number of Entity Listed in Box "1a" NYD601028 3c. Policy effective period 1/1/2022 to 1/1/2023

4. Policy provides the following benefits:
   - ☒ A. Both disability and paid family leave benefits.
   - ☐ B. Disability benefits only.
   - ☐ C. Paid family leave benefits only.

5. Policy covers:
   - ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - ☐ B. Only the following class or classes of employer's employees: _____

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Marceline E. Reilly

Date Signed January 11, 2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236 Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (10-17)

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) EDMUNDS GOVTECH, INC. 301 A TILTON ROAD NORTHFIELD, NJ 08225 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 609-645-7333 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 22-2403081
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier THE PHOENIX INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-5J311997-21-I5-G 3c. Policy effective period 10-01-2021 to 10-01-2022 3d. The Proprietor, Partners or Executive Officer 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: STEPHANIE BAKER
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Stephanie Baker | 10-1-2021
(Signature) (Date)

Title: SR CUSTOMER SOLUTIONS SPECIALIST

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4852

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.

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Edmunds Gov Tech-Clerk 2022 (RES-2022-405 : Edmunds GovTech Clerk Licensing System CRS #3237)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25667 **RESOLUTION 2022-406** **ADOPTED**

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Amherst and resides within the Swormville Fire District.

4/25/2022
Consent

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

SWORMVILLE FIRE COMPANY, INC.

POST OFFICE BOX 707
6971 TRANSIT ROAD
SWORMVILLE, NEW YORK 14051
EMERGENCIES - 911 • FIREHALL - 688-7055 • FAX - 688-4736

Clerk - Francina J SPOTH
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear Francina Spoth

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add his information to your records.

Gerard J Walter
15 Offshore DR. Apt. 206
E. Amherst, NY. 14051

The residency verification forms are enclosed. I can be reached at (716) 206-2540 with any questions.

Thank you for your assistance in this matter.

Sincerely,

Craig Swanson

Craig L. Swanson
Membership Committee

Serving Amherst & Clarence Since 1918

Attachment: DOC040822-04082022084737 (RES-2022-406 : New Firefighter for Swormville Fire Company)

SWORMVILLE FIRE COMPANY, INC.

POST OFFICE BOX 707
6971 TRANSIT ROAD
SWORMVILLE, NEW YORK 14051
EMERGENCIES - 911 FIREHALL - 688-7055

STATEMENT OF VOLUNTEER FIRE COMPANY OFFICAL

Gerard J Walter
15 Offshore PR. Apt 206
E. Amherst, NY 14051

The address of the applicant listed above is within the Fire Protection District or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company**. We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub or other suitable document.

Craig Swanson
(Craig Swanson, Membership Committee)

DATE: 3 / 30 / 22

Attachment: DOC040822-04082022084737 (RES-2022-406 : New Firefighter for Swormville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 25670 **RESOLUTION 2022-407** **ADOPTED**

Fire Inspection - 2 Week Education Program

Request Town Board approval to send 1 Fire Inspector to attend a 10-day training in Montour Falls, NY for a Fire Inspector 1 and Fire Inspector 2 program. The use of 1 town vehicle will be used for travel. The NYS Office of Fire Prevention & Control is offering the program at the NYS Academy of Fire Science on July 25, 2022 - August 5, 2022 at 600 College Ave, Montour Falls, NY 14865.

4/25/2022
Consent

FINANCIAL IMPACT:

B3620 4120 in the amount of $339.68

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

Fire Inspection – 2 Week Education Program

Request town board approval to send 1 Fire Inspector to attend a 10 day training in Montour Falls, NY for a Fire Inspector 1 and Fire Inspector 2 program. The use of 1 town vehicle will be used for travel.

The NYS Office of Fire Prevention and Control (OFPC) is offering the program at the New York State Academy of Fire Science on July 25, 2022 – August 5, 2022 at 600 College Ave, Montour Falls NY 14865. Departure day for each class will be the Sunday before class begins. This request is for 2 classes that are 5 days for each course. These courses are designed to follow the National Fire Protection Association 1031 Fire Inspector I and Fire Inspector II standard. The program will cover various codes and standards in order to develop a working knowledge of their application in the inspection process. Topics addressed in this course include the fire inspector's responsibilities and role in code enforcement, general fire prevention practices, inspection competencies, life safety considerations and enforcement, fire safety principles and requirements related to hazardous materials, special hazards of electrical, heating, and cooking equipment and systems, and fire protection systems and equipment. Each course includes an exam for National Certification.

FINANCIAL IMPACT:
Funding provided in the following Accounts:

- B3620 4120 in the amount of $339.68.

Attachment: DOC041322-04132022160455 (RES-2022-407 : Fire Inspection - 2 Week Education Program)

TRAVEL REQUEST FORM

NAME	DEPARTMENT
	BUILDING

Requests approval to travel on behalf of the Town as follows:

Destination and Purpose of Trip			
Departure Date	Return Date	Destination	Purpose/Justification
7/24/2022	7/29/2022	600 College Ave, Montour Falls 14865	Fire Inspector I

Estimated Cost ($)		
Transportation		
Mileage	Will use a town vehicle to commute to the training	$0
Tolls	$5.42 each way (to & from) for 1 vehicle	$10.84
Local Transport		$0
Plane/Bus/Rail		$0
Lodging	Included in Registration Fee @ x room(s)	$0
Meals	1 day per diem	$59.00
Registration/Conference Fees	FEE WAIVED	$0.00
Other (describe)	Fuel Reimbursement *(Estimated)*	$100.00
	Total	$ 169.84

Approval by Mark S. Berke

Mark S Berke 4.13.22

Department Head — Date

Town Board Approval (when required)

Town Clerk — Date

☐ If checked, a trip report must be submitted to the Town Clerk by: _____ Date

Attachment: DOC041322-04132022160455 (RES-2022-407 : Fire Inspection - 2 Week Education Program)

Name	Employee ID No. 8508	Department Building Dept	Phone No. 716-631-7078

Expenses

Date						Total
Mileage: _____ Miles @ _____ =						
Tolls/Parking						
Local Transport (Bus/Taxi)						
Registration/Conference Fee						
Plane / Rail / Bus						
Lodging						
Meals						
Telephone / Fax						
Other (describe)						
Total						

Destination and Purpose of Trip

Departure Date	Return Date	Destination	Business Conducted

I hereby certify that I have expended the above itemized amounts for business purposes of the Town of Amherst

SIGNATURE _____ DATE _____ PRINT NAME _____

Approved by:

SIGNATURE DEPARTMENT HEAD _____ DATE _____ PRINT NAME _____

C:\Users\berkem\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\AVH36MEA\Fire Inspector I Travel Request.doc 4/13/22

Attachment: DOC041322-04132022160455 (RES-2022-407 : Fire Inspection - 2 Week Education Program)

TRAVEL REQUEST FORM

NAME	DEPARTMENT
	BUILDING

Requests approval to travel on behalf of the Town as follows:

Destination and Purpose of Trip			
Departure Date	Return Date	Destination	Purpose/Justification
7/31/22	8/5/22	600 College Ave, Montour Falls 14865	Fire Inspector II

Estimated Cost ($)		
Transportation		
Mileage	Will use a town vehicle to commute to the training	$0
Tolls	$5.42 each way (to & from) for 1 vehicle	$10.84
Local Transport		$0
Plane/Bus/Rail		$0
Lodging	Included in Registration Fee @ x room(s)	$0
Meals	1 day per diem	$59.00
Registration/Conference Fees	FEE WAIVED	$0
Other (describe)	Fuel Reimbursement *(Estimated)*	$100.00
	Total	$ 169.84

Approval by Mark S/ Berke

Mark S Berke — 4.13.22

Department Head — Date

Town Board Approval (when required)

Town Clerk — Date

☐ If checked, a trip report must be submitted to the Town Clerk by: _____ Date

Attachment: DOC041322-04132022160455 (RES-2022-407 : Fire Inspection - 2 Week Education Program)

Name	Employee ID No. 8508	Department Building Dept	Phone No. 716-631-7078

Expenses

Date						Total
Mileage: _____ Miles @ _____ =						
Tolls/Parking						
Local Transport (Bus/Taxi)						
Registration/Conference Fee						
Plane / Rail / Bus						
Lodging						
Meals						
Telephone / Fax						
Other (describe)						
Total						

Destination and Purpose of Trip

Departure Date	Return Date	Destination	Business Conducted

I hereby certify that I have expended the above itemized amounts for business purposes of the Town of Amherst

SIGNATURE _____ DATE _____ PRINT NAME _____

Approved by:

SIGNATURE DEPARTMENT HEAD _____ DATE _____ PRINT NAME _____

C:\Users\berkem\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\AVI136MEA\Fire Inspector II Travel Request.doc 4.13.22

Attachment: DOC041322-04132022160455 (RES-2022-407 : Fire Inspection - 2 Week Education Program)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 25684 **RESOLUTION 2022-408** **ADOPTED**

Budget Transfers and Amendments

For April 25, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 4/19/2022
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:***
A3120.2200 Police - Passenger Vehicles $12,475	A3120.9000 Interfund Transfers $12,475
To transfer funds from Police into capital project KP2209 APD Vehicles.	
N2030.4000 YWCA of WNY $6,000	N2069.4000 Northwest Comm. Center $6,000
To transfer funds from YWCA of WNY into Northwest Amherst Community Center per RES 2022-301, approved on 4/11/2022.	
KP2104.4979 Contingency $44,500	KP2104.4972 Construction $44,500
To transfer funds from contingency to construction in KP2104 Amherst Gateway Park.	
A7141.4120 Clearfield - Training $40.00	A7253.4040 Ice Rink - Travel $40.00

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
KP2209.05031 Interfund Transfers $12,475	KP2209.2200 $12,475
To increase the budget for capital project KP2209 APD Vehicles for transfer from Police A3120.2200.	
N0001.20080 CDBG Income $374,000	N2069.4000 Northwest Comm. Center $374,000
To record the budget amendment for RES 2022-301 for Northwest Amherst Community Center.	
N2140.02785 AMH HOME- PI $4,915.13	N2140.4000 Contractual $4,915.13
To recognize Community Development program income from 4547 Chestnut Ridge, Amherst.	
N2123.02785 CDBG & VG PI $19,168.80 N2125.02785 CDBG & VG Admin $4,792.20	N2123.4000 Admin $19,168.80 N2125.1000 Personal Services $4,451.65 N2125.8030 FICA $340.55
To recognize Community Development program income from 6 Belvoir, Williamsville.	
N2256.03089 State Aid- Grants $63,830.00	N2256.4000 Contractual $57,447.00 N2256.1000 Personal Services $5,929.40 N2256.8030 FICA $453.60
To recognize State Aid from NYS Commissioner of Taxation & Finance for State ACH Grant #1S07.	
KP2116.02770 Other Revenue $8,615.50	KP2116.2150 Equipment $8,615.50
To recognize revenue and increase expenditures for KP2116 Knox Box Project for PO22200267.	

4/25/2022
Consent

FINANCIAL IMPACT:

See Descriptions.

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: 04/25/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25664 **RESOLUTION 2022-409** **ADOPTED**

Award Bid #2022008 - Town Wide Roofing - CRS #3274

WHEREAS, the Contract Compliance and Administration Department received bids on March 31, 2022 for Bid #2022008 Town Wide Roofing; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Jos. A. Sanders & Sons, Inc.; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract with Jos. A. Sanders & Sons, Inc., pending successful completion of the contract routing process, as a new contract is needed prior to expiration of the existing contract on May 4, 2022.

4/25/2022
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

Bid #2022008 Town Wide Roofing

		Low Bidder		Grove Roofing		Elmer W. Davis		Jos A. Sanders & Sons	
			Vendor Name:						
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	300	Hr.	**Standard Hourly Rate - Roofer**	$96.60	$28,980.00	$89.95	$26,985.00	$86.51	$25,953.00
2	150	Hr.	**Overtime Hourly Rate - Roofer**	$108.00	$16,200.00	$124.95	$18,742.50	$109.27	$16,390.50
3	300	Hr.	**Standard Hourly Rate - Laborer**	$55.50	$16,650.00	$79.95	$23,985.00	$57.18	$17,154.00
4	150	Hr.	**Overtime Hourly Rate - Laborer**	$62.30	$9,345.00	$119.95	$17,992.50	$73.39	$11,008.50
5	Estimated $10,000 of Materials Cost		**Materials/Parts Cost Plus Rate** All parts and materials to be billed at suppliers' invoice plus this mark up of _____%	20%	$12,000.00	15%	$11,500.00	9%	$10,900.00
			Total - sum of 1-5		$83,175.00		$99,205.00		$81,406.00

Attachment: Bid Tab 2022008 Town Wide Roof Repair (RES-2022-409 : Award Bid #2022008 - Town Wide

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25692 **RESOLUTION 2022-410** **ADOPTED**

Award RFP #202201 - Professional Planning & Grant Services - CRS #3290-3300 / 3302-3313

WHEREAS, the Contract Compliance and Administration Department received proposals on February 10, 2022 for RFP #202201 - Three Year Term Agreements for Professional Planning and Grant Services; and

WHEREAS, the RFP process resulted in responses from twenty-three (23) vendors in seven different categories (1. Inventory and Analyses, 2. Community Planning, 3. Architecture and Urban Design, 4. Grant Preparation and Administration, 5. Public Engagement, and 6. Development Regulations and 7. Environmental Review & Report Preparation); and

WHEREAS, a review committee compromised of Planning Department and Economic Development staff reviewed the proposals and the results are recorded in the attached RFP Evaluation Sheets; and

WHEREAS, the vendors and CRS identification numbers are as follows:

Vendor	**CRS #**
Architectural Resources	3290
Bergmann	3291
Buffalo Niagara Waterkeeper	3292
C&S	3293
Code Studio	3294
Dover Kohl & Partners	3395
EDR	3296
Fisher Associates	3297
Flynn Battaglia	3298
High Road Community Planning	3299
Highland Planning	3300
Joy Kuebler	3302
LaBella	3303
Connie D. Miner & Co.	3304
Moule & Polyzoides	3305
Rotella Grant Management	3306
Shook Kelley	3307
Molly Vendura	3308
Wendel	3309
WSP	3310 & 3311
WWS Planning	3312 & 3313

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award the RFP Planning/Grant Term

Agreements, to the vendors identified above, a sample of which is attached to this resolution (insurance requirements are subject to change based on review by the Town Attorney); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the individual term agreements, pending successful completion of the contract routing process.

4/25/2022
Consent

FINANCIAL IMPACT:

Town Wide - various accounts - amount TBD

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

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Inventory & Analysis - 14 Responses

		Rated on a Scale of 1 to 10		**Bergmann**		**Buffalo Niagara Waterkeeper**		**C&S**		**EDR**		**Fisher Assoc.**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	4.5	7	3.5	9	4.5	7	3.5	9	4.5
	3	Location & Travel	5	9	4.5	10	5	10	5	8	4	9	4.5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	8	20	6	15	8	20	8	20	8	20
	2	Staff Expertise	30	8	24	7	21	8	24	8	24	8	24
	3	Special Capabilities	10	0	0	5	5	0	0	0	0	5	5
	4	Experience with other Town Departments	NNR	N		N		Y		Y		Y	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	5.9	11.8	7.6	15.2	5.8	11.7	7.6	15.2	5.6	11.2
D. Proposer Certification	1	Proposer Certification	NNR										
		TOTAL EVALUATION	**100**		**70**		**70**		**70**		**72**		**74**
		Notes:				Water-related capabilities						Drones / GIS mgmt.	

Attachment: RFP #202201 Evaluation Sheet Inventory & Analysis (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Inventory & Analysis - 14 Responses

		Rated on a Scale of 1 to 10		**High Road (Jason Knight)**		**Highland Planning**		**Joy Kuebler**		**LaBella**		**Shook Kelley**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	5	2.5	7	3.5	7	3.5	7	3.5	7	3.5
	3	Location & Travel	5	10	5	8	4	10	5	10	5	5	2.5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	8	20	6	15	7	17.5	7	17.5	7	17.5
	2	Staff Expertise	30	8	24	6	18	7	21	7	21	7	21
	3	Special Capabilities	10	5	5	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	Y		N		N		N		N	
	5	Past Town Employees	NNR	N		N		Y		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	8.0	16.0	7.2	14.3	7.9	15.9	6.3	12.6	4.6	9.2
D. Proposer Certification	1	Proposer Certification	NNR										
		TOTAL EVALUATION	**100**		**78**		**60**		**68**		**65**		**59**
		Notes:		Quantitative analysis									

Attachment: RFP #202201 Evaluation Sheet Inventory & Analysis (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Inventory & Analysis - 14 Responses

		Rated on a Scale of 1 to 10		**Molly Vendura**		**WSP**		**WWS Planning**		**Wendel**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N	
	2	Size of Firm / Capacity	5	5	2.5	9	4.5	5	2.5	9	4.5
	3	Location & Travel	5	10	5	10	5	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	5	12.5	10	25	6	15	8	20
	2	Staff Expertise	30	5	15	10	30	6	18	8	24
	3	Special Capabilities	10	0	0	0	0	0	0	5	5
	4	Experience with other Town Departments	NNR	Y		Y		Y		Y	
	5	Past Town Employees	NNR	N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	8.8	17.6	5.9	11.8	10.0	20.0	5.8	11.5
D. Proposer Certification	1	Proposer Certification	NNR								
		TOTAL EVALUATION	**100**		**58**		**81**		**66**		**75**
		Notes:								GIS / Data mgmt.	

Attachment: RFP #202201 Evaluation Sheet Inventory & Analysis (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Community Planning - 18 Responses

		Rated on a Scale of 1 to 10		**Architectural Resources**		**Bergmann**		**Buffalo Niagara Waterkeeper**		**C&S**		**Code Studio**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	9	4.5	7	3.5	9	4.5	7	3.5
	3	Location & Travel	5	10	5	9	4.5	10	5	10	5	5	2.5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	6	15	8	20	6	15	6	15	9	22.5
	2	Staff Expertise	30	6	18	8	24	6	18	6	18	8	24
	3	Special Capabilities	10	0	0	0	0	5	5	0	0	0	0
	4	Experience with other Town Departments	NNR	N		N		N		Y		N	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	5.7	11.3	6.3	12.5	8.0	15.9	6.2	12.4	6.2	12.4
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**58**		**71**		**67**		**60**		**70**
		Notes:						Water-related design					

Attachment: RFP #202201 Evaluation Sheet Community Planning (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Community Planning - 18 Responses

		Rated on a Scale of 1 to 10		**Dover Kohl**		**EDR**		**Envision Group LLC**		**Fisher Assoc.**		**High Road (Jason Knight)**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	7	3.5	5	2.5	9	4.5	5	2.5
	3	Location & Travel	5	5	2.5	8	4	5	2.5	9	4.5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	9	22.5	8	20	6	15	7	17.5	6	15
	2	Staff Expertise	30	9	27	7	21	5	15	7	21	7	21
	3	Special Capabilities	10	0	0	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	N		Y		N		Y		Y	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	8.6	17.2	7.9	15.8	6.0	12.0	6.2	12.4	9.0	18.0
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**78**		**69**		**52**		**65**		**67**
		Notes:											

Attachment: RFP #202201 Evaluation Sheet Community Planning (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Community Planning - 18 Responses

		Rated on a Scale of 1 to 10		**Joy Kuebler**		**LaBella**		**Moule & Polyzoides**		**Shook Kelley**		**Molly Vendura**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	7	3.5	7	3.5	7	3.5	5	2.5
	3	Location & Travel	5	10	5	10	5	5	2.5	5	2.5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	8	20	6	15	9	22.5	9	22.5	6	15
	2	Staff Expertise	30	7	21	6	18	9	27	9	27	6	18
	3	Special Capabilities	10	5	5	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	N		N		N		N		Y	
	5	Past Town Employees	NNR	Y		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	8.1	16.2	7.1	14.2	5.4	10.8	5.1	10.3	9.9	19.8
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**76**		**61**		**71**		**71**		**65**
		Notes:		Ag. conservation easement mgmt.									

Attachment: RFP #202201 Evaluation Sheet Community Planning (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Community Planning - 18 Responses

		Rated on a Scale of 1 to 10		**WSP**		**WWS Planning**		**Wendel**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N	
	2	Size of Firm / Capacity	5	9	4.5	5	2.5	9	4.5
	3	Location & Travel	5	10	5	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	9	22.5	7	17.5	9	22.5
	2	Staff Expertise	30	9	27	7	21	8	24
	3	Special Capabilities	10	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	Y		Y		Y	
	5	Past Town Employees	NNR	N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	5.5	11.0	10.0	20.0	5.1	10.2
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y	
		TOTAL EVALUATION	**100**		**75**		**71**		**71**
		Notes:							

Attachment: RFP #202201 Evaluation Sheet Community Planning (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Architecture & Urban Design - 15 Responses

		Rated on a Scale of 1 to 10		**Architectural Resources**		**Bergmann**		**Buffalo Niagara Waterkeeper**		**C&S**		**Code Studio**		**Dover Kohl**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	9	4.5	7	3.5	9	4.5	7	3.5	7	3.5
	3	Location & Travel	5	10	5	9	4.5	10	5	10	5	5	2.5	5	2.5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	8	20	8	20	6	15	7	17.5	8	20	9	22.5
	2	Staff Expertise	30	7	21	8	24	6	18	7	21	7	21	9	27
	3	Special Capabilities	10	5	5	0	0	5	5	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	N		N		N		Y		N		N	
	5	Past Town Employees	NNR	N		N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	5.6	11.2	6.4	12.7	7.9	15.9	6.0	12.0	5.9	11.8	10.0	20.0
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**71**		**71**		**67**		**65**		**64**		**81**
		Notes:		Historic Preservation				Water-related design							

Attachment: RFP #202201 Evaluation Sheet Arch & Urban Design (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Architecture & Urban Design - 15 Responses

		Rated on a Scale of 1 to 10		EDR		Fisher Assoc.		Flynn Battaglia		Joy Kuebler		LaBella		Moule & Polyzoides	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	9	4.5	7	3.5	7	3.5	7	3.5	7	3.5
	3	Location & Travel	5	8	4	9	4.5	10	5	10	5	10	5	5	2.5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	7	17.5	6	15	7	17.5	7	17.5	5	12.5	9	22.5
	2	Staff Expertise	30	7	21	6	18	7	21	7	21	7	21	9	27
	3	Special Capabilities	10	0	0	0	0	5	5	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	Y		Y		N		N		N		N	
	5	Past Town Employees	NNR	N		N		N		Y		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	6.4	12.8	6.4	12.8	6.7	13.3	8.2	16.3	6.8	13.6	5.5	10.9
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**64**		**60**		**70**		**68**		**61**		**71**
		Notes:						Historic Preservation							

Attachment: RFP #202201 Evaluation Sheet Arch & Urban Design (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Architecture & Urban Design - 15 Responses

		Rated on a Scale of 1 to 10		**Shook Kelley**		**Molly Vendura**		**Wendel**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	5	2.5	9	4.5
	3	Location & Travel	5	5	2.5	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	9	22.5	7	17.5	8	20
	2	Staff Expertise	30	9	27	7	21	9	27
	3	Special Capabilities	10	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	N		Y		Y	
	5	Past Town Employees	NNR	N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	5.0	9.9	9.7	19.4	4.9	9.8
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y	
		TOTAL EVALUATION	**100**		**70**		**70**		**71**
		Notes:							

Attachment: RFP #202201 Evaluation Sheet Arch & Urban Design (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Grant Preparation & Administration - 14 Responses

		Rated on a Scale of 1 to 10		**Bergmann**		**Buffalo Niagara Waterkeeper**		**C&S**		**EDR**		**Envision Group LLC**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	4.5	7	3.5	9	4.5	7	3.5	5	2.5
	3	Location & Travel	5	9	4.5	10	5	10	5	9	4.5	8	4
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	8	20	7	17.5	6	15	7	17.5	7	17.5
	2	Staff Expertise	30	8	24	7	21	7	21	4	12	7	21
	3	Special Capabilities	10	0	0	5	5	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	Y		N		Y		Y		N	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	5.5	11.0	6.0	11.9	5.8	11.7	6.6	13.2	4.2	8.3
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**69**		**69**		**62**		**56**		**58**
		Notes:				Water-related capabilities							

Attachment: RFP #202201 Evaluation Sheet Grant Prep (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Grant Preparation & Administration - 14 Responses

		Rated on a Scale of 1 to 10		**Fisher Assoc.**		**G&G Municipal Consulting**		**LaBella**		**Connie Miner**		**Rotella Grant Management**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	4.5	7	3.5	7	3.5	5	2.5	7	3.5
	3	Location & Travel	5	10	5	9	4.5	10	5	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	6	15	8	20	9	22.5	10	25	10	25
	2	Staff Expertise	30	7	21	9	27	8	24	9	27	9	27
	3	Special Capabilities	10	5	5	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	Y		N		Y		Y		Y	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	6.0	11.9	4.3	8.6	6.3	12.5	8.3	16.7	10.0	20.0
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**67**		**69**		**73**		**81**		**86**
		Notes:		EPA / BOA / TAP / ESD									

Attachment: RFP #202201 Evaluation Sheet Grant Prep (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Grant Preparation & Administration - 14 Responses

		Rated on a Scale of 1 to 10		**Shook Kelley**		**Molly Vendura**		**WSP**		**WWS Planning**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	5	2.5	9	4.5	5	2.5
	3	Location & Travel	5	8	4	10	5	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	5	12.5	5	12.5	9	22.5	10	25
	2	Staff Expertise	30	5	15	5	15	8	24	9	27
	3	Special Capabilities	10	0	0	0	0	5	5	0	0
	4	Experience with other Town Departments	NNR	N		Y		Y		Y	
	5	Past Town Employees	NNR	N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	4.5	8.9	6.9	13.7	6.9	13.8	6.9	13.9
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**49**		**54**		**80**		**78**
		Notes:						Transportation / federal grant experience			

Attachment: RFP #202201 Evaluation Sheet Grant Prep (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Public Engagement - 14 Responses

		Rated on a Scale of 1 to 10		Architectural Resources		Bergmann		Buffalo Niagara Waterkeeper		C&S		Dover Kohl	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	9	4.5	7	3.5	9	4.5	7	3.5
	3	Location & Travel	5	10	5	9	4.5	10	5	10	5	5	2.5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	6	15	8	20	7	17.5	6	15	9	22.5
	2	Staff Expertise	30	6	18	8	24	6	18	6	18	9	27
	3	Special Capabilities	10	0	0	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	N		N		N		Y		N	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	5.4	10.7	6.0	12.1	7.7	15.4	6.0	12.1	10.0	20.0
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**57**		**70**		**64**		**60**		**81**
		Notes:											

Attachment: RFP #202201 Evaluation Sheet Public Engagement (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Public Engagement - 14 Responses

		Rated on a Scale of 1 to 10		**EDR**		**Fisher Assoc.**		**High Road (Jason Kight)**		**Highland Planning**		**Joy Kuebler**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	9	4.5	5	2.5	7	3.5	7	3.5
	3	Location & Travel	5	8	4	9	4.5	10	5	8	4	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	7	17.5	6	15	6	15	9	22.5	9	22.5
	2	Staff Expertise	30	6	18	6	18	6	18	9	27	8	24
	3	Special Capabilities	10	0	0	3	3	0	0	3	3	5	5
	4	Experience with other Town Departments	NNR	Y		Y		Y		N		N	
	5	Past Town Employees	NNR	N		N		N		N		Y	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	7.1	14.3	6.4	12.7	8.7	17.3	7.4	14.8	8.0	16.1
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**62**		**63**		**63**		**80**		**81**
		Notes:				Green code learning & training				Unique engagement tools / Instant Input		PLAYCE and tactical urbanism	

Attachment: RFP #202201 Evaluation Sheet Public Engagement (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Public Engagement - 14 Responses

		Rated on a Scale of 1 to 10		**LaBella**		**Shook Kelley**		**Molly Vendura**		**WWS Planning**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	7	3.5	5	2.5	5	2.5
	3	Location & Travel	5	10	5	5	2.5	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	6	15	8	20	7	17.5	8	20
	2	Staff Expertise	30	6	18	8	24	7	21	8	24
	3	Special Capabilities	10	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	N		N		Y		Y	
	5	Past Town Employees	NNR	N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	7.2	14.5	5.1	10.3	9.5	19.0	9.6	19.2
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**61**		**65**		**70**		**76**
		Notes:									

Attachment: RFP #202201 Evaluation Sheet Public Engagement (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Development Regulations - 11 Responses

		Rated on a Scale of 1 to 10		**Bergmann**		**Code Studio**		**Dover Kohl**		**EDR**		**Fisher Assoc.**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	4.5	7	3.5	7	3.5	7	3.5	9	4.5
	3	Location & Travel	5	9	4.5	5	2.5	5	2.5	8	4	9	4.5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	8	20	9	22.5	7	17.5	7	17.5	6	15
	2	Staff Expertise	30	8	24	9	27	7	21	7	21	6	18
	3	Special Capabilities	10	0	0	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	N		N		N		Y		Y	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	5.6	11.3	5.2	10.3	10.0	20.0	7.3	14.6	5.6	11.2
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**69**		**71**		**70**		**66**		**58**
		Notes:											

Attachment: RFP #202201 Evaluation Sheet Development Regs (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Development Regulations - 11 Responses

		Rated on a Scale of 1 to 10		LaBella		Moule & Polyzoides		Shook Kelley		Molly Vendura		WSP	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	7	3.5	7	3.5	7	3.5	5	2.5	9	4.5
	3	Location & Travel	5	10	5	5	2.5	5	2.5	10	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	5	12.5	8	20	7	17.5	5	12.5	7	17.5
	2	Staff Expertise	30	5	15	8	24	7	21	5	15	7	21
	3	Special Capabilities	10	0	0	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	N		N		N		Y		Y	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	6.6	13.2	5.0	9.9	4.7	9.4	9.0	17.9	5.1	10.2
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**54**		**65**		**59**		**58**		**63**
		Notes:											

Attachment: RFP #202201 Evaluation Sheet Development Regs (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Development Regulations - 11 Responses

		Rated on a Scale of 1 to 10		**WWS Planning**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N	
	2	Size of Firm / Capacity	5	5	2.5
	3	Location & Travel	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	7	17.5
	2	Staff Expertise	30	7	21
	3	Special Capabilities	10	0	0
	4	Experience with other Town Departments	NNR	Y	
	5	Past Town Employees	NNR	N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	9.1	18.1
D. Proposer Certification	1	Proposer Certification	NNR	Y	
		TOTAL EVALUATION	**100**		**69**
		Notes:			

Attachment: RFP #202201 Evaluation Sheet Development Regs (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Environmental Review & Report Preparation - 6 Responses

		Rated on a Scale of 1 to 10		**C&S**		**Fisher Assoc.**		**LaBella**		**Shook Kelley**		**WSP**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N		N		N		N		N	
	2	Size of Firm / Capacity	5	9	4.5	9	4.5	7	3.5	7	3.5	9	4.5
	3	Location & Travel	5	10	5	9	4.5	10	5	5	2.5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5	10	5	10	5	10	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	9	22.5	8	20	6	15	5	12.5	10	25
	2	Staff Expertise	30	8	24	8	24	6	18	5	15	10	30
	3	Special Capabilities	10	0	0	0	0	0	0	0	0	0	0
	4	Experience with other Town Departments	NNR	Y		Y		N		N		Y	
	5	Past Town Employees	NNR	N		N		N		N		N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	9.4	18.7	9.7	19.4	10.0	20.0	7.7	15.4	8.7	17.4
D. Proposer Certification	1	Proposer Certification	NNR	Y		Y		Y		Y		Y	
		TOTAL EVALUATION	**100**		**80**		**77**		**67**		**54**		**87**
		Notes:											

Attachment: RFP #202201 Evaluation Sheet Environmental Review (RES-2022-410 : Award RFP #202201 -

RFP #202201 Professional Planning & Grant Services
Evaluation Sheet

Environmental Review & Report Preparation - 6 Responses

		Rated on a Scale of 1 to 10		**Wendel**	
Evaluation Section		***Evaluation Criteria***	*Percentage (Weight)*	*Raw Score*	*Weighted Score*
A. Qualifications	1	Conflict of Interest	NNR	N	
	2	Size of Firm / Capacity	5	9	4.5
	3	Location & Travel	5	10	5
	4	Current Obligations (Effect on Project Described)	5	10	5
B. Expertise / Experience	1	Firm Exprerience	25	8	20
	2	Staff Expertise	30	8	24
	3	Special Capabilities	10	0	0
	4	Experience with other Town Departments	NNR	Y	
	5	Past Town Employees	NNR	N	
C. Fee Structure / Wage Rates	1	Fee Structure / Wage Rates	20	9.5	19.1
D. Proposer Certification	1	Proposer Certification	NNR	Y	
		TOTAL EVALUATION	**100**		**78**
		Notes:			

Attachment: RFP #202201 Evaluation Sheet Environmental Review (RES-2022-410 : Award RFP #202201 -

PLANNING/GRANT TERM AGREEMENT

THIS AGREEMENT, made as of the 1st day of May, 2022, by and between (Vendor Name), (hereinafter referred to as "Contractor"), with its principal office and place of business located at (Vendor Address), and the Town of Amherst (herein, referred to as "Town"), a municipal corporation of the State of New York with its principal office and place of business located at 5583 Main Street, Williamsville, New York 14221; and

WHEREAS, in accordance with Town policy, sealed proposals were received by the Town of Amherst, Director of Finance on February 10, 2022 at 3:00 PM for the provision of a Three-Year Term Agreement for Professional Planning & Grant Services (RFP #202201); and

WHEREAS, Contractor's proposal was submitted in accordance with the RFP specifications and was one of the selected responsible proposals submitted; and

WHEREAS, a contract is hereby awarded to the Contractor for the following categories:

Category 1	Inventory & Analysis
Category 2	Community Planning
Category 3	Architecture & Urban Design
Category 4	Grant Preparation & Administration
Category 5	Public Engagement
Category 6	Development Regulations
Category 7	Environmental Review & Report Preparation

by the Town of Amherst, in accordance with the provisions therein contained; and

WHEREAS, each potential term project shall be approved by both parties and governed by the terms of this master contract; and

WHEREAS, the Town does not guarantee any awards or term contracts with contractor; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, THEREFORE, the Town and Contractor do hereby agree as follows:

Attachment: Planning-Grant Term Agreement Template (RES-2022-410 : Award RFP #202201 - Professional Planning & Grant Services - CRS

Attachment: Planning-Grant Term Agreement Template (RES-2022-410 : Award RFP #202201 - Professional Planning & Grant Services - CRS

AWARD OF CONTRACT

The Town hereby awards the project outlined in the manner set forth in the RFP Specifications and in Contractor's accepted response thereto, copies of which is attached hereto and incorporated herein, to Contractor for the provision of the categories identified above for a term of three (3) years to commence on May 1, 2022 and expire on April 30, 2025), with a one-year extension available upon mutual written agreement of Town and Contractor.

Terms and conditions of the contract shall also include the following

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

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

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

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

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

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

Attachment: Planning-Grant Term Agreement Template (RES-2022-410 : Award RFP #202201 - Professional Planning & Grant Services - CRS

(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 sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any incident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible, and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) ~~Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.~~
(b) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) ~~Prevention of dust hazard required by Labor Law section 222-a.~~
(e) ~~Preference in employment of persons required by Labor Law section 222.~~
(f) ~~Eight-hour workday as required by Labor Law section 220(2).~~
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

9. Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other 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.

10. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

_____
Print Name of Company

By: _____
Signature

_____
Printed name

Date: _____

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Planning-Grant Term Agreement Template (RES-2022-410 : Award RFP #202201 - Professional Planning & Grant Services - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25709 **RESOLUTION 2022-411** **ADOPTED**

Purchase of 1-Year Identifix Government Subscription - Vehicle Maintenance and Repair Program CRS# 3315

We respectfully request the Town Board to authorize the expenditure of $1,428.00 for a One-Year Subscription for Identifix ($119.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is an online-only subscription and Identifix representatives will not be on site. The total amount for the one-year subscription is $1,428.00 and funding will be available from the Sewer Maintenance account G 9000 - 4240.

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

4/25/2022
Consent

FINANCIAL IMPACT:

G9000-4240; $1,428.00

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

SOLERA Vehicle Repair | Identifix

INVOICE

Identifix
PO BOX 856618
Minneapolis, MN 55485-6618
Phone: 1-866-789-4285

INVOICE #	DATE
419233-22	2/17/2022

BILL TO

Town of Amherst Engineering Dept.
Attention: Jason Koch
1100 N Forest Rd
Williamsville, NY 14221
(716) 631-7158

CUSTOMER ID	Account Manager
419233	Cesar Alvarez

PO #	TERMS
	Due Upon Receipt

Term Agreement: 4/29/2022 through 4/29/2023

DESCRIPTION	MOS.	Month Price	AMOUNT
Identifix Government Subscription - 1 Site License	12	119.00	1,428.00
2 Free hotline calls per month (does not carry over)			-
Training and all updates are included			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
Thank you for your business!	SUBTOTAL		1,428.00
	TOTAL		**$ 1,428.00**

Please make all checks payable to Identifix at the above remittance address
Please send a copy of your purchase order to:
Fax number is: 1-888-721-5024 or email to Gov.Renewals@identifix.com
If you have any questions about this invoice, please call: 1-866-789-4285

Attachment: Identifix Invoice (RES-2022-411 : Purchase of Vehicle Maintenance & Repair Program)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25710 **RESOLUTION 2022-412** **ADOPTED**

Audubon Library Expansion - Change Order No. 1 CRS No. 3316

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $5,535.00. This change will cover the costs associated with upsizing and extending the existing restroom sanitary line that was exposed during demolition and found to be in need of replacement.

Funding for this contract shall be from project account KP2126.4972.

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

4/25/2022
Consent

FINANCIAL IMPACT:

KP2126-4972; $5,535.00

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Audubon Library Expansion *Phases 1 & 2* *Project #2019.048*	*Contract For: Plumbing Construction* *Date: April 20, 2022*	Change Order Number: 1
OWNER:	**ENGINEER:**	**CONTRACTOR:**
Town of Amherst 5583 Main St. Williamsville, NY 14221	DiDonato Associates 689 Main Street Buffalo, NY 14203	Goodwin Electric Corp. 201 South Youngs Rd. Williamsville, NY 14221

The Contract is changed as follows:

Contractor shall furnish and install a new 4-inch sanitary lateral to replace existing deteriorated 3-inch lateral and connect to the existing 4-inch sanitary approximately 20 linear feet to the east, within the existing library restroom hallway.

The original Contract Sum was	$ 140,850.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 140,850.00
The Contract Sum will be increased by this Change Order in the amount of	$ 5,535.00
The new Contract Sum, including this Change Order, will be	$ 146,385.00
The Contract Time will be changed by	( ) days.
The new date of Substantial Completion shall now be:	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT/ENGINEER *(DiDonato Associates)*	**CONTRACTOR** *(M.K.S. Plumbing Corp.)*	**OWNER** *(Town of Amherst)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects**. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Attachment: MKS Change Order 1 Form (RES-2022-412 : Audubon Library Expansion - Change Order No. 1)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25712 **RESOLUTION 2022-413** **ADOPTED**

Audubon Library Expansion Special Inpections Amendment CRS No. 2972

The Town Of Amherst entered into contract with Encorus Group on 11/03/21 to perform third party special material inspections at the specified rates attached and an estimated not-to-exceed value of $5,000.00. At this time, we request the contract be amended to a not-to-exceed amount of $15,000.00 as additional inspections shall be required for the above referenced project. All previously approved rates will remain unchanged.

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

4/25/2022
Consent

FINANCIAL IMPACT:

NTE $15,000.00; KP2126

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

TOWN OF AMHERST

ENGINEERING DEPARTMENT

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

April 19, 2022
AGENDA – April 25, 2022

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

RE: **Contract Amendment – Encorus Group**
Special Inspections - Audubon Library Expansion
Town of Amherst Job No. 2019.048
CRS No. 2972

Councilmembers:

The Town Of Amherst entered into contract with Encorus Group on 11/03/21 to perform third party special material inspections at the specified rates attached and an estimated not-to-exceed value of $5,000.00. At this time, we request the contract be amended to a not-to-exceed amount of $15,000.00 as additional inspections shall be required for the above referenced project. All previously approved rates will remain unchanged.

Thank you for considering this request.

Very truly yours,

Jeffrey S. Burroughs, P.E.
Town Engineer

JSB/MAB
Enc.
cc: Brian J. Kulpa – Supervisor
Councilmembers
Jacqualine Berger - Liaison
Stanley Sliwa, Esq., Town Attorney
Daryl Bramer – Comptroller
Lynda Juul – Director of Finance
Ann Fickelscherer – Supervising Accountant

Attachment: Encorus Amendment (RES-2022-413 : Audubon Library Expansion - Special Inspection Services Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25713 **RESOLUTION 2022-414** **ADOPTED**

WPCF Emergency Purchase of Sodium Hypochlorite Solution Bison Laboratories Inc. CRS No. 3314

The Engineering Department, WPCF Division is requesting that the Town Board approve an emergency purchase made with Bison Laboratories Inc. This purchase was necessary because Bison Laboratories, the awarded vendor for CRS-CMS 1471-1798, TOA Bid 2019022 Sodium Hypochlorite Solution would not honor the contracted pricing. We made this purchase on TOA purchase order 22210028 at the lowest cost that Bison would agree to. The total cost for this purchase will be $7,200.00, which is $3,625.00 over the contracted price. We are currently working with Contract Compliance and the Attorney's Office on how to handle future purchases.

Funds for this request are available in G9916-4830.

4/25/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$7,200.00; G9916-4830

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

TOWN OF AMHERST

VOUCHER

PO NO: 22210028

Date: 04/12/2022

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
G9916	4830	$ 7,200.00
	TOTAL	$ 7,200.00

Supplier: 000589

BISON LABORATORIES INC
80 LESLIE STREET
BUFFALO, NY 14211
RES-2019-708 TBA 6/17/19

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
5,000	SODIUM HYPOCHLORITE	$ 1.44	$ 7,200.00
		TOTAL	$ 7,200.00

Due Date: _____ **Invoices:** **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION _____
Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____
Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____
Date **Authorized Official**

Audited by: _____ **Contract: RES-2019-708 TBA 6/17** **Bids Received Y / N**

Date: _____ **TB Res. No: 2019-708** **Town Board Approval Y / N**

TB Res. Date: 6/17/19

Attachment: Bison Labs Voucher (RES-2022-414 : Emergency Purchase Authorization - Bison Labs)

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: AS SOON AS AUTHORIZED.
2. Date you received approval from the Supervisor: _____
3. Date of Town Board work session where Board is notified: 4-25-2022
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): EST. @ $7,200.00 FOR 5,000 GALLONS OF SODIUM HYPOCHLORITE.
5. Is there adequate funding in your current operating budget to cover this purchase? YES
   Identify budget Org/Object: G9916-4530
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: VENDOR WILL NO LONGER HONOR CONTRACTED PRICE. WE SENT OUT A NEW TOA BID THAT WAS OPENED ON 12-16-2022 - LYNDA, STAN & STFF ARE WORKING ON SOLUTION.
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: WE HAVE A BID TAB FROM 6 VENDORS AND BISON WAS THE LOWEST. CURRENT PRICING IS 1.75 PER GALLON
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: Bison Labs Voucher (RES-2022-414 : Emergency Purchase Authorization - Bison Labs)

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.

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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: AS SOON AS AUTHORIZED
2. Date you received approval from the Supervisor: 4/11/22 BK
3. Date of Town Board work session where Board is notified: 4-25-2022
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): EST. @ $7,200.00 FOR 5,000 gallons OF SODIUM HYPOCHLORITE.
5. Is there adequate funding in your current operating budget to cover this purchase? YES
   Identify budget Org/Object: G9916-4530
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: VENDOR WILL NO LONGER HONOR CONTRACTED PRICE. WE SENT OUT A NEW IFB A BID THAT WAS OPENED ON 12-16-2022 - LYNDA, STAN & JEFF ARE WORKING ON SOLUTION.
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: WE HAVE A BID TAB FROM 6 VENDORS AND BISON WAS THE LOWEST. CURRENT PRICING IS 1.45 PER GALLON
8. Department Head Signature: _____ Date: 4/11/22

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

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

Attachment: signed emergency authorization form (RES-2022-414 : Emergency Purchase Authorization - Bison Labs)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25714 **RESOLUTION 2022-415** **ADOPTED**

Godwin Pump Repair – Labor Charges Xylem Dewatering Solutions, Inc. CRS - 3284

The Engineering Department - WPCF currently utilizes Godwin portable pumps at the plant and throughout the TOA at various lift stations during storm events and station failures. These pumps are periodically in need of service and repair and although we currently have TOA bid 2020033A that covers pump parts, we do not have an agreement to cover these sole source labor charges specifically for Godwin Pumps.

The WPCF is requesting that the Town Board authorize the Supervisor to sign the attached agreement with Xylem Dewatering Solutions that covers the labor charges for our Godwin pump repairs, this agreement will work in conjunction with TOA bid 2020033A Pump Parts.

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

Funding for this request will be Town-wide and various

4/25/2022
Consent

FINANCIAL IMPACT:

Townwide; Various

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

AGREEMENT

Let this document stand as an Agreement between Xylem Dewatering Solutions, Inc. and the Town of Amherst to cover labor charges on Godwin pump repair. The agreed hourly rate will not exceed $140.00 per hour at the Xylem Batavia location. This agreement will work in combination of Town of Amherst bid 2020033A Pump Parts, which extends a 12% discount from manufacturer's list pricing. The term of this contract will be from date of Town Board approval by the Town of Amherst through September 01, 2021 through May 16, 2023.

Agreed to and Accepted by:

Xylem Dewatering Solutions, Inc.

By: Ron Beagle
Signature

Ron Beagle
Printed name

CES
Title

Date: 3-22-22

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Godwin Agreement (RES-2022-415 : Godwin Pump Repair - Labor Contract)

From: LeFevre, Robert - Xylem <Robert.LeFevre@xylem.com>
Sent: Thursday, July 1, 2021 10:58 AM
To: Dean, Tom <TDean@amherst.ny.us
Subject: FW: Quote

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

Please be advised that Godwin Pumps is a Xylem brand, we are the manufacturer and the only authorized parts and repair facility in Western New York.

Robert LeFevre
Godwin Pumps
585-370-8538
Robert.lefevre@xyleminc.com
xylem Rental Solutions

Attachment: Godwin Agreement (RES-2022-415 : Godwin Pump Repair - Labor Contract)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: Godwin Agreement (RES-2022-415 : Godwin Pump Repair - Labor Contract)

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: Godwin Agreement (RES-2022-415 : Godwin Pump Repair - Labor Contract)

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:

Xylem
Print Name of Company

By: Ron Beagle
Signature

Ron Beagle
Printed name

Date: 3-22-22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: Godwin Agreement (RES-2022-415 : Godwin Pump Repair - Labor Contract)

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: Xylem

Signature: Ron Beagle

Print Name: Ron Beagle

Title: CES

Date: 3-22-22

MORGAN WELLS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01WE6338108
Qualified in Wyoming County
My Commission Expires March 07, 2024

Sworn To Before Me This
22 Day of March, 2022

Notary Public

Revised 4.2017

Attachment: Godwin Agreement (RES-2022-415 : Godwin Pump Repair - Labor Contract)

ACORD®

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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 CN108453421-STND-GAWUe-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Xylem Dewatering Solutions, Inc. a wholly-owned subsidiary of Xylem Inc. 84 Floodgate Road Bridgeport, NJ 08014	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** AIU Insurance Co. — 19399 **INSURER B :** National Union Fire Ins. Co. — 19445 **INSURER C :** Allianz Global Risks US Insurance Company — 35300 **INSURER D :** N/A — N/A **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010396521-10 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	X COMMERCIAL GENERAL LIABILITY			GL 6547204	10/31/2021	10/31/2022	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	6,000,000
	OTHER:						SIR: $1,000,000	$	
B	AUTOMOBILE LIABILITY			CA 7031023 (AOS)	10/31/2021	10/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
B	X ANY AUTO			CA 7031024 (MA)	10/31/2021	10/31/2022	BODILY INJURY (Per person)	$	
B	OWNED AUTOS ONLY / SCHEDULED AUTOS			CA 7031025 (VA)	10/31/2021	10/31/2022	BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	X UMBRELLA LIAB X OCCUR			USL00109921	10/31/2021	10/31/2022	EACH OCCURRENCE	$	2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	2,000,000
	DED X RETENTION $ 10,000							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 65885842 (AOS)	10/31/2021	10/31/2022	X PER STATUTE OTH-ER		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A			WC 65885841 (NY)	10/31/2021	10/31/2022	E.L. EACH ACCIDENT	$	2,000,000
A				WC 65885843 (WI)	10/31/2021	10/31/2022	E.L. DISEASE - EA EMPLOYEE	$	2,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 65885840 (CA)	10/31/2021	10/31/2022	E.L. DISEASE - POLICY LIMIT	$	2,000,000

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

Town of Amherst is included as Additional Insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where 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

Marsh USA Inc.

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Attachment: Godwin Agreement (RES-2022-415 : Godwin Pump Repair - Labor Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25715 **RESOLUTION 2022-416** **ADOPTED AS AMENDED**

WPCF Structure Caulk & Associated Supplies Building Construction Distribution & Supply (CDS) CRS No. 3301

As per the Town's procurement policy, two (2) quotes were obtained for this purchase and as such, the Engineering Department-Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign an agreement with Construction Distribution & Supply (CDS) to supply building structure caulk and associated supplies as outlined in CRS 3301. The term of this contract will be from the date of contract execution through December 31, 2022, pending CRS approval.

Funds not-to-exceed $10,000.00 will be available from KP1725-4972.

Thank you for considering this request.

4/25/2022
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 Councilmember Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

KP1725-4972; NTE $10,000.00

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

WPCF Building Structure Caulk & Associated Supplies

Item	Qty.	Description	CDS Unit Price	CDS Total Price	PK Supplies Unit Price	PK Supplies Total Price
1	250	Tremco Spectrum 2	$ 17.50	$ 4,375.00	$ 17.86	$ 4,465.00
2	2	Newborn Caulk Gun	$ 62.50	$ 125.00	$ 53.99	$ 107.98
3	25	Newborn Yellow Tips	$ 1.49	$ 37.25	$ 1.48	$ 37.00
4	2	14" Pipe Knife Tool	$ 22.29	$ 44.58	No Quote	No Quote
5	0	14" Pipe Knife Blades	$ 16.34	-	No Quote	No Quote
6	0	3/8" Backer Rod	$ 105.00	-	No Quote	No Quote
7	0	5/8" Backer Rod	$ 155.00	-	No Quote	No Quote
8	0	7/8" Backer Rod	$ 110.50	-	No Quote	No Quote
9	0	1-1/8" Backer Rod	$ 75.00	-	No Quote	No Quote
10	4	1-1/2" Backer Rod	$ 142.56	$ 570.24	No Quote	No Quote
			$ 708.18	$ 5,152.07	$ 73.33	$ 4,609.98

Products are not available through Home Depot or Grainger.

Attachment: Construction Distribution agreement (RES-2022-416 : Contract for Building Structure Caulk & Associates Supplies)

AGREEMENT

Let this document stand as an Agreement between Construction Distribution & Supply and the Town of Amherst permitting the Town of Amherst to purchase the items listed on the attached quote, on an as-needed basis. The term of this contract will be from date of Town Board Approval by the Town of Amherst through December 31, 2022.

Agreed to and Accepted by:

Construction Distribution & Supply (CDS)

By: James Courtney
Signature

James Courtney
Printed name

Regional Manager
Title

Date: 4/18/2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Construction Distribution agreement (RES-2022-416 : Contract for Building Structure Caulk & Associates Supplies)

Town of Amherst WPCF
Request for Quote
For
Building Structure Caulk and Associated Supplies

ITEM NO	QTY	U/M	CATALOG NO/DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Price Per NYS Contract if Applicable		
			NYS Contract #		
1	250	Each	Tremco Spectrum 2, high performance, single component, neutral-cure, silicone sealant for 2 sided structural glazing. Size: 600ml (20oz) sausage containers. Color: Limestone.	$17.50/ea	$4375.00
2	2	Each	Newborn 620-Al Blue Caulk Gun, to accept 600 ml (20oz) sausage type containers.	$62.50/ea	$125.00
3	25	Each	Newborn PC-620 Yellow Plastic Cone Nozzle.	$1.49/ea	$37.25
4	2	Each	14" Pipeknife sealant cutting tool.	$22.29/ea	$44.58
5	0	Each	14" Pipeknife Blades for sealant cutting tool.	$16.34/bx	$16.34
6	0	Case	3/8" Backer rod, soft cell polyethylene, continuous roll 2100'/case.	$0.05/ft	$105.00/bx
7	0	Case	5/8/" Backer rod, soft cell polyethylene, continuous roll 1550'/case	$0.10/ft	$155.00/bx
8	0	Case	7/8" Backer Rod, soft cell polyethylene, continuous roll 850'/case	$0.13/ft	$110.50/bx
9	0	Case	1-1/8" Backer Rod, soft cell polyethylene, continuous roll 500'/case	$0.15/ft	$75.00/bx
10	4	Case	1-1/2" Backer Rod, soft cell polyethylene, continuous roll 396'/case	$0.36/ft	$142.56/bx
			Total Net Quote		$5186.23
			No Additional Charges Will Be Allowed		

NAME OF QUOTING COMPANY: Construction Distribution & Supply (CDS)

Attachment: Construction Distribution agreement (RES-2022-416 : Contract for Building Structure Caulk & Associates Supplies)

Town of Amherst WPCF
Request for Quote
For
Building Structure Caulk and Associated Supplies

Quotes are Due no later than April 1, 2022 and shall be e-mailed to: jatkins@amherst.ny.us

INTRODUCTION:

The Town of Amherst seeks to establish a term agreement for the purchase of the building structure caulk and the associated supplies listed below. The amounts listed below are what the Town of Amherst WPCF intends to purchase immediately, and then individual purchases will be made throughout the year on an as-needed basis.

DELIVERIES

Prices shall be quoted F.O.B. Destination, the cost figured into the unit price, as no additional charges will be allowed.
Delivery Hours: 7:00 AM – 2:00PM Monday through Friday, excluding holidays.
Delivery location: Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst, NY 14228

CONTRACT TERM:

The term of this agreement will be from the date of Town Board Approval by the Town of Amherst through December 31, 2022

INTERPRETATION OF DOCUMENTS:

All questions about the meaning or intent of the specifications must be submitted via email to jatkins@amherst.ny.us

QUOTING COMPANY INFORMATION:

Name of Company Construction Distribution & Supply (CDS)

Address 2221 Kenmore Ave, Suite 104
Tonawanda Commerce Center

Company Contact Clayton Champion

Telephone Number 585-490-4672

E-mail Address ClaytonChampion@cdsco.net

Attachment: Construction Distribution agreement (RES-2022-416 : Contract for Building Structure Caulk & Associates Supplies)

Attachment: Construction Distribution agreement (RES-2022-416 : Contract for Building Structure Caulk & Associates Supplies)

Addendum to Contract VENDOR NOT ON SITE

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

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

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

4. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

5. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

6. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

7. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Construction Distribution & Supply
Print Name of Company

By: James Courtney
Signature

James Courtney
Printed name

Date: 4/18/2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Construction Distribution agreement (RES-2022-416 : Contract for Building Structure Caulk & Associates Supplies)

HIGHCOURT PARTNERS BRECKLES

CERTIFICATE OF INSURANCE

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 POLICIES BELOW.

BROKER Highcourt Breckles Group
85 Enterprise Blvd, Suite 401
Markham, ON L6G 0B5

INSURED Construction Distribution
& Supply Co. Inc.
24 Symington PL
Rochester, NY 14611-2409

CERTIFICATE NO: HBG - US1

REVISION NO: N/A

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Insurance Company	**HDI Global Specialty SE**
Policy Number	**01862383-14009**
Coverage Evidenced	**Commercial General Liability & Umbrella**

$2,000,000	Bodily Injury and Property Damage per occurrence
$2,000,000	Products and Completed Operations Aggregate
$2,000,000	Personal and Advertising Injury
$4,000,000	Tenant's Legal Liability
$2,000,000	Non-Owned Automobile
$3,000,000	Umbrella Liability

Effective Date	December 6th, 2021
Expiry Date	December 6th, 2022
Certificate Holder	To whom it may concern
RE:	Evidence of Insurance.
Authorized Signature	Emilio McIntyre Highcourt Breckles Ltd.
Date	April 14, 2022

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOURTO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Attachment: Construction Distribution agreement (RES-2022-416 : Contract for Building Structure Caulk & Associates Supplies)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under th Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Thi list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will no utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seekin to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certif at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibite entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatio that a person is in violation of the above-referenced certification, the Town will offer the person a opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in th investment which is in violation of the Act within 90 days after the determination of such violation, the the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekin compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entit that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on th prohibited entities list after Contract/Lease award.

Company Name: Construction Distribution and Supply

Signature: James Courtney

Print Name: James Courtney

Title: Regional Manager

Date: 04/18/22

Sworn To Before Me This

18 Day of April, 2022

Notary Public

MICHELLE DE PINALES
Notary Public, State of New York
Qualified In Monroe County
Reg. No. 01DE5088958
My Commission Expires 11/24/2025

Attachment: Construction Distribution agreement (RES-2022-416 : Contract for Building Structure Caulk & Associates Supplies)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25716 **RESOLUTION 2022-417** **ADOPTED**

JDV Sludge Conveyor Replacement Parts (REVISED) JDV Equipment Corporation CRS No. 3187

On March 14, 2022, the Engineering Department received approval through resolution 2022-289 to have the Supervisor sign CRS 3187, pending successful completion of the contract routing system. Because of some delays between the TOA and JDV Equipment Corporation, the original quotes, good for 30 days, have expired.

As such, the Engineering Department is requesting that the Town Board authorize the Supervisor to sign a revised agreement to procure the required JDV Conveyor replacement parts listed on JDV's proposals 2022-8035.2 U-500 spare parts, 2022-8022.2 5.0-hp. gear and motor, and 2022-8022.2 7.5-hp. gear and motor. The total cost for this procurement is $34,689.50. The required parts are "Sole Source" and purchased directly from the Original Equipment Manufacturer JDV Equipment Corporation.

The WPCF would also ask the Town Board for a waiver from insurance requirements, as JDV Equipment would utilize a third party delivery service.

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

Funding will be available in KP 1725-4972.

Thank you for considering this request.

4/25/2022
Consent

FINANCIAL IMPACT:

$34,689.50; KP1725-4972

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

AGREEMENT

Let this document stand as an Agreement between JDV Equipment Corporation and the Town of Amherst permitting the Town of Amherst to procure the items listed on JDV Equipment quote no. 2022-8035 - U-500 spare parts, quote no. 2022-8022 – gear & motor 5.0, quote no. 2022-8022 – gear & motor 7.5, all dated February 10, 2022. The term of this contract will be from date of Town Board Approval by the Town of Amherst through December 31, 2022.

Agreed to and Accepted by:

JDV Equipment Corporation

By: Amanda Guilbert
Signature

Amanda Guilbert
Printed name

Exec. Assistant
Title

Date: 3/1/2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: JDV Agreement (RES-2022-417 : JDV Sludge Conveyor Replacement Parts (REVISED))

JDV Equipment Corporation
Incorporating Ralph B. Carter Company

Sole Source Document

Date: February 17, 2022

To Whom It May Concern:

This letter certifies that **JDV Equipment Corp.** of Dover, NJ is the sole source parts supplier for all existing JDV Equipment and Ralph B. Carter products. JDV has all the necessary engineering drawing and records to accurately supply replacement spare parts to meet OEM specifications.

Additionally, in order for the existing equipment to continue to operate properly, all replacement parts for existing JDV Equipment and Ralph B. Carter products must be manufactured by JDV Equipment Corp. Non-OEM parts would void existing equipment warranty.

Should you have any questions, please feel free to contact our office.

Best Regards,

Robert T. Abbott
JDV Equipment Corporation

104 Fulton Avenue • Boonton, NJ 07005 • P: 973-366-6556 • F: 973-366-3193 • ww.JDVEquipment.com

Attachment: JDV Agreement (RES-2022-417 : JDV Sludge Conveyor Replacement Parts (REVISED))

JDV Equipment Corporation

PROPOSAL

April 18, 2022

To: Tom Dean
Amherst, NY - Town of Amherst WPCF #16
716.691.9771 ext 8041 (p)
tdean@amherst.ny.us

Area Rep:
Robin VanSlyke
Koester Associates, Canastota, NY
(315) 697-3800
rvanslyke@koesterassociates.com

For: Amherst, NY - Gear & Motor 5.0

Subject: JDV Equipment Proposal
Quote No. 2022-8022-2

Tom,

We are pleased to present the attached proposal.

Thank you for the opportunity!

Respectfully,

Jo-Ann West
jwest@jdvequipment.com
(973) 366-6556 Ext.112

Attachment: JDV Agreement (RES-2022-417 : JDV Sludge Conveyor Replacement Parts (REVISED))

QUOTE NUMBER: 2022-8022
FOR: Amherst, NY - Gear & Motor 5.0

SPECIFICATION SECTION: Replacement Gear Box & 5.0hp Motor
Previous JDV Equipment Project # 151273

We propose to furnish the following JDV Products and/or Services:

EQUIPMENT AND PARTS

Qty	Description	Total Price
1.00	Gear Box KAZ87/A Gear Box Only Prepared for extended storage Can be used for Conveyor #1.1 or 1.2 – Reference s/n 74580837.100 Mounting Position would determine Oil & Breather Location	$4,360.00
1.00	AC 5.0hp Motor Only -DRN100L4/FG/DH 5HP 28 RPM M4.-	$1,889.00

LEAD TIME 16- 18 Weeks
Above items usually sold together and factory assembled as the Drive Unit.
PRICES QUOTED GOOD FOR 30 DAYS

Total **$6,249.00**

NOT INCLUDED: Field Testing
Start up, Installation, or Erection

NOTES:

Components shipped for field assembly and installation by others unless otherwise noted above. Customer may be required to make minor modifications to complete installation of the equipment.

Total price for JDV products and/ services as explained above is **$6,250.00**f.o.b. factory with freight allowed to the jobsite excluding all taxes and duties. Anything not stated is not included. Any deviations from the proposed JDV standard scope of supply with be priced accordingly.

Attachment: JDV Agreement (RES-2022-417 : JDV Sludge Conveyor Replacement Parts (REVISED))

FINISH:

Spiral - Near white metal sandblast followed by one coat Corronyl Zinc Primer
Drive Components- Manufacturer's Standard Machinery Finish
Stainless Steel Components - Bare Metal
Mild Steel Components -Near White Metal Sandblast followed by a two-part epoxy paint.

PAYMENT TERMS:

100% of the gross amount of each invoice thirty (30) days after delivery.

These terms are completely independent from, and in no way contingent upon when you receive payment from the owner and/or general contractor

SHIPMENT:

NOTE:

We provide components only. The systems integration with upstream and or downstream equipment and all controls are to be provided by others.

FIELD PAINTING:

All touch up and finish painting is not included and is to be done by others in the field. Purchaser has the responsibility for "touching up" all paint mars caused by transport and unloading, as well as providing adequate storage for proper care and protection to primed surfaces.

ACCEPTANCE:

This proposal is offered for acceptance within 30 days and subject to change and withdrawal thereafter without notice.

We accept all major credit cards.
Need help with installation? Ask for an installation quote for your spare part order.

Attachment: JDV Agreement (RES-2022-417 : JDV Sludge Conveyor Replacement Parts (REVISED))

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25717 **RESOLUTION 2022-418** **ADOPTED**

WPCF Disinfection & Metering System Improvements AECOM - Professional Services Amendment No. 3 CRS No. 3276

At the May 8, 2017 Town Board Meeting, the owner-engineer agreement to AECOM USA, Inc. for professional study, design, bid and inspection associated with the WPCF: Disinfection and Metering System Improvements Project was approved (RES-2017-609) in the not-to-exceed amount of $259,739.00.

At this time, we are requesting the Town Board to approve the above referenced Amendment #3 (attached as Exhibit K), which calls for an increase of $56,659.00 for additional engineering services associated with the WPCF Disinfection and Metering System Improvements Project. This amendment will cover the costs associated with the Engineer providing an additional 480-hours which is equivalent to approximately 20-hour/week over the remaining 5 month construction period for Construction Administration and Inspection Services.

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

Thank you for considering this request.

4/25/2022
Consent

FINANCIAL IMPACT:

$56,659.00; KP1621-4971

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

This is **EXHIBIT K**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 8, 2017.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 3

1. Background Data:

a.	Effective Date of Owner-Engineer Agreement:	**May 8, 2017**
b.	Owner:	**Town of Amherst**
c.	Engineer:	**AECOM USA, Inc.**
d.	Project:	**Engineering Services: WPCF: Disinfection and Metering System Improvements TOA Project #2016.002A**

2. Nature of Amendment:

X Additional Services to be performed by Engineer

3. Description of Modifications:

- Item 1 – Additional Engineering Services during Design Phase – Increase project fee to the Construction Phase with a not-to-exceed cost of $56,659.00.

Fee for Additional Services is defined by the following work tasks:

- Provide an additional 480-hours which is equivalent to approximately 20-hour/week over the remaining 5-month construction period for Construction Administration and Inspection Services.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 25, 2022.

OWNER:	**ENGINEER:**
Town of Amherst	**AECOM USA, Inc.**
By: _____	**By:** _____
Title: _____	**Title:** _____
Date Signed: _____	**Date Signed:** _____

Attachment: Exhibit K - AECOM contract amend #3 (04-08-2022) (RES-2022-418 : WPCF Disinfection & Metering System Improvements -

AECOM Imagine it. Delivered.

AECOM
One John James Audubon Parkway, Suite 210
Amherst, NY 14228

March 17, 2022

Town of Amherst
Engineering Department
1100 North Forest Road
Williamsville, New York 14221

Attn: Michael J. Poslinski
Senior Engineer Assistant

Town of Amherst (TOA) Water Pollution Control Facility (WPCF) Disinfection and Metering System Improvements
Project Number 2016.002A
Change Order Request

Dear Mr. Poslinski:

AECOM USA, Inc. (AECOM) has been providing construction phase services since August 2020 for the Disinfection and Metering Structure Improvement Project. These services include submittal review, request for information responses, inspections, contractor coordination with bi-weekly meetings, and contractor payment application reviews. The approved budget for these services was approximately $100,000 and to date approximately $96,000 has been spent. In addition, there is a budget of $3,316 in place for post-construction services.

The remaining construction items to be completed include:

- Metering Structure 2 – Gates 6, 8, and 9 rehabilitation
- Metering Structure 1 – Gates 1, 2, 3, 4, and 5 rehabilitation
- Stage II Bypass valve and flow meter replacement
- Metering Structures 3 and 4 – valves and flow meters replacement
- Chlorine Contact Tank – influent gates rehabilitation, effluent weir modifications, and platform installation

The substantial completion date for this work is August 27, 2022. AECOM is committed to this project and ready to provide continued services to complete this work. Furthermore, the Town (i.e., Jeff Burroughs) has requested that AECOM take a larger role for this project during the 2022 construction season to assist with contractor coordination, sequencing, and overall progression of this project. As such, AECOM has developed an estimate for this additional work. A summary of the proposed additional level of effort needed to assist with the completion of this project, less the remaining budget for the Construction Task, is presented below in Table 1. It should be noted that the proposed estimate to complete effort shown in Table 1 includes billing rate escalations from the original 2018 contract. To date, the hourly rates for this project have not been adjusted annually and this adjustment reflects equitable changes since the 2018 notice to proceed.

Attachment: AECOM Proposal Letter 03-17-2022 (RES-2022-418 : WPCF Disinfection & Metering System Improvements - Contract Amendment)

AECOM Imagine it. Delivered.

Table 1
Additional Level of Effort Proposed

	Project Personnel	Project Manager	Project Engineer	Senior Engineer	
	Billing Rate	$170	$94	$218	
Items to Complete	**Task**				
Biweekly Meetings	(assume 15 meetings)	16	30	6	
Metering Structure 2 - Gates 6, 8, 9	Coordination	8	16	1	
	Inspection/visit	4	16	0	
	RFIs (assume 1)	1	4	1	
Metering Structure 1 - Gates 3, 4, 5	Coordination	8	16	1	
	Inspection/visit	4	16	0	
	RFIs (assume 1)	1	4	1	
Metering Structure 1 - Gates 1, 2	Coordination	8	16	1	
	Inspection/visit	8	16	0	
	RFIs (assume 1)	1	4	1	
Stage II Bypass	Coordination	4	8	1	
	Inspection/visit	4	4	0	
	RFIs - combined with MS-3&4	2	4	1	
Metering Structure 3	Coordination	4	8	1	
	Inspection/visit	1	2	0	
Metering Structure 4	Coordination	8	8	1	
	Inspection/visit	2	2	0	
Chlorine Contact Tank East (4-weeks)	Coordination	10	32	2	
	Inspection/visit	4	16	2	
	RFIs (assume 1)	4	8	1	
Chlorine Contact Tank West (4-weeks)	Coordination	10	32	1	
	Inspection/visit	4	16	1	
	RFIs (assume 1)	2	2	1	
NaOCl and SBS Program Confirmation	Meeting and data review	34	16	8	**Totals**
	Hours	**152**	**296**	**32**	**480**
	Cost	**$25,840**	**$27,706**	**$6,964**	**$60,509**
				Construction Task Remaining Budget	$3,850
				Change Order amount less remaining budget	**$56,659**

AECOM respectfully requests a Change Order in the amount of $56,659 to our agreement for additional construction management services. This effort provides an additional 480-hours which is equivalent to approximately 20-hour/week over the remaining 5-month construction period. If you have any questions, require any additional information, or would like to meet to discuss this request, please feel free to contact me at (716) 868-4306 or jeffrey.tudini@aecom.com, or Doug Gove at (617) 721-7005 or doug.gove@aecom.com. We look forward to continuing the work for this project.

Sincerely yours,
AECOM USA, Inc.

Jeff Tudini
Project Manager

Doug Gove
Vice President

Attachment: AECOM Proposal Letter 03-17-2022 (RES-2022-418 : WPCF Disinfection & Metering System Improvements - Contract Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25718 **RESOLUTION 2022-419** **ADOPTED**

Emergency Purchase Authorization - CATCO CRS No. 3286

The Engineering Department is requesting that the Town Board approve an emergency purchase made with Concrete Applied Technologies Corp (CATCO) for the emergency repair of the sanitary sewer collapse at Campbell Boulevard. CATCO has the contract with Erie County for this type of work and have honored the County contract pricing for this repair (invoice attached).

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

The total amount for this repair is $181,911.54 and the funding source for this request is to-be-determined.

4/25/2022
Consent

FINANCIAL IMPACT:

$181,911.54; Account TBD

RESULT:	**ADOPTED [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: 2/18/2022
2. Date you received approval from the Supervisor: 2/18/2022
3. Date of Town Board work session where Board is notified: 2/28/2022
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): $ 181,911.54
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: Emergency Sewer repair For Sewer Collapse on Campbell Blvd.
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: Contractor has Contract with Erie County and is honoring that Contract pricing to us
8. Department Head Signature: _____ Date: 4/4/22

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

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

Attachment: CATCO Emergency Purchase Auth Form (RES-2022-419 : Emergency Purchase Authorization - CATCO)

22-33 Town of Amherst Emergency Service	Friday 2/18/2022	Saturday 2/19/2022	Sunday 2/20/2022	Monday 2/21/2022	Tuesday 2/22/2022	Wednesday 2/23/2022	Thursday 2/24/2022	Monday 2/28/2022	Tuesday 2/29/2022
	Mobilized equipment/personel/pumps, turned off 2" gas], 10" & 42" waterline. Cut and capped 10" waterline North and South of break. Stabilized hole with shields and plates.	Busted out asphalt on west side of the road. Excavated material down to 42" waterline. Continued pumping 42" waterline dry. Drove road plates to stabilize. Assisted town on bypass pumping and vac truck.	Assisted Town with bypass pumping. Continued pumping 42" waterline and 4" bypass from trench to peanut line,	Excavated for sewer repair, setup additional bypass pumping.	Installed test balls at Sam. Excavated around 30" sanitary pipe and made repair using 36" HDPE pipe and pouring 8CY of concrete.	Cleaned up bypass pumping hose and misc materials, backfilled around waterline and sewer. 2 dump trucks on site 7:30-3:30	Setup triped and cleaned out sanitary manhole. Confined space entry. Assisted with vac truck. Demob 345. Demob 4-10x26 plates (mallare) Demob 2 small plates, hammer, 345 buckets	Installed 45' of new 10" PVC waterline. Materials provided by water authority. Finished backfilling and used cold patch to complete restoration for traffic. Welded vent candy cane for water authority 3:30-4:30. Opened Campbell at 5pm	Demob and Cleanup

Item Number	Unit	Quantity	Description	Unit Price	Extension	Friday		Saturday		Sunday		Monday		Tuesday		Wednesday		Thursday		Monday		Tuesday	
			Bid Item No. 1 –Sewer Repair Work Crew																				
1A	HR	100*	Sewer Repair Work Crew(Labor)	$ 434.00	$ 43,400.00																		
1B	HR	100	Sewer Repair Work Crew(Equipment)	$ 354.00	$ 35,400.00																		
			TOTAL: Bid Item No. 1 –Sewer Repair Work Crew		$ 78,800.00	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
			Bid Item No. 2 – Supplemental Equipment																				
2A	HR	80	Equipment Accessory Truck	$ 120.00	$ 9,600.00	11	$ 1,320.00	10	$ 1,200.00	4	$ 480.00	10	$ 1,200.00	11	$ 1,320.00	9	$ 1,080.00	9	$ 1,080.00	9	$ 1,080.00		$ -
2B	HR	80	Air Compressor & Jackhammers	$ 104.00	$ 8,320.00		$ -		$ -		$ -		$ -	8	$ 832.00		$ -		$ -		$ -		$ -
2C	HR	80	Contractor Pumps 3"-4" Trash Pump	$ 36.00	$ 2,880.00		$ -	37	$ 1,332.00	48	$ 1,728.00	34	$ 1,224.00	10	$ 360.00		$ -		$ -		$ -		$ -
2D	HR	80	Contractor Pumps 6" Trash Pump	$ 60.00	$ 4,800.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2E	HR	80	Pavement & Concrete Breakers	$ 72.00	$ 5,760.00		$ -	4	$ 288.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2F	HR	80	Compacting Equipment (Hand-plate or Attachment)	$ 36.00	$ 2,880.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2G	HR	80	Equipment Carrier (Lowboy/Flatbed)	$ 240.00	$ 19,200.00	14	$ 3,360.00	7	$ 1,680.00		$ -		$ -		$ -	9	$ 324.00	9	$ 324.00	9	$ 324.00		$ -
2H	HR	80	Dump Truck (1.5 Ton Capacity)	$ 54.00	$ 4,320.00		$ -		$ -		$ -	8	$ 1,920.00	8	$ 1,920.00		$ -		$ -		$ -	8	$ 1,920.00
2I	HR	80	Dump Truck (10 Ton Capacity)	$ 72.00	$ 5,760.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2J	HR	80	Dump Truck (20 Ton Capacity)	$ 144.00	$ 11,520.00	19.5	$ 2,808.00	18	$ 2,592.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2K	HR	80	Rubber Tire/Backhoe Loader	$ 114.00	$ 9,120.00		$ -		$ -		$ -	19	$ 2,736.00	15	$ 2,160.00	16	$ 2,304.00	11	$ 1,728.00	8	$ 1,152.00		$ -
2L	HR	80	Track Mounted Excavator (19 FT)	$ 264.00	$ 29,520.00	8.5	$ 2,499.00	10	$ 2,640.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2M	HR	80	Track Mounted Excavator (22 FT)	$ 354.00	$ 28,320.00	18	$ 6,372.00	20	$ 7,080.00		$ -	20	$ 7,080.00	11	$ 3,894.00	9	$ 2,646.00	9	$ 2,646.00	9	$ 2,646.00		$ -
2N	HR	80	Bulldozer	$ 144.00	$ 11,520.00		$ -		$ -		$ -	20	$ 7,080.00	21	$ 6,372.00	18	$ 5,184.00	9	$ 3,186.00	9	$ 3,186.00		$ -
2O	HR	80	Skid-Steer Loader 950	$ 138.00	$ 11,040.00	11	$ 1,518.00	10	$ 1,380.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2P	HR	80	Pavement Cutter	$ 177.00	$ 14,160.00		$ -		$ -		$ -	10	$ 1,380.00	11	$ 1,518.00	9	$ 1,242.00	9	$ 1,242.00	9	$ 1,242.00		$ -
2Q	HR	80	Pick-up Truck	$ 30.00	$ 2,400.00	26	$ 780.00	20	$ 600.00	4	$ 120.00	21	$ 630.00	19	$ 570.00	10	$ 300.00	10	$ 300.00	10	$ 300.00		$ -
			TOTAL: Bid Item No. 2 – Supplemental Equipment		$ 175,120.00		$ 18,657.00		$ 28,092.00		$ 3,328.00		$ 19,110.00		$ 19,262.00		$ 14,268.00		$ 10,506.00		$ 9,930.00		$ 1,920.00
			Bid Item No. 3 – Supplemental Skilled Labor																				
3A	HR	80	Labor Foreman	$ 95.00	$ 7,600.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
3B	HR	80	Operator/Driver-CDL	$ 101.00	$ 8,080.00	15.5	$ 2,585.50	27.75	$ 2,802.75	8	$ 606.00	32	$ 2,222.00	25	$ 2,525.00	19	$ 1,919.00	19	$ 1,919.00	20	$ 2,020.00	2	$ 202.00
3C	HR	80	Skilled Laborer –Driver CDL	$ 80.00	$ 6,400.00	18.5	$ 1,320.00	38	$ 2,400.00		$ -	22	$ 1,760.00	25	$ 2,000.00	19	$ 1,520.00	19	$ 1,520.00	19	$ 1,520.00		$ -
3D	HR	80	Driver-CDL	$ 46.00	$ 3,680.00	49.5	$ 2,421.00	37	$ 2,627.00	6	$ 276.00	44	$ 2,024.00	34	$ 1,564.00	26	$ 1,196.00	23	$ 1,012.00	19	$ 874.00		$ -
3E	HR	80	Flagperson	$ 79.00	$ 6,320.00																		
			TOTAL: Bid Item No. 3 – Supplemental Skilled Labor		$ 32,080.00		$ 7,026.50		$ 7,824.75		$ 882.00		$ 6,006.00		$ 6,281.00		$ 4,635.00		$ 4,451.00		$ 4,414.00		$ 202.00
			Bid Item No. 4 – Disposal Cost																				
4	CY	100	Disposal Costs	$ 24.00	$ 2,400.00																		
			TOTAL: Bid Item No. 4 – Disposal Cost		$ 2,400.00																		
			Bid Item No. 5 – Topsoil and Seed																				
5	SF	500	Topsoil and Seed	$ 18.00	$ 9,000.00																		
			TOTAL: Bid Item No. 5 – Topsoil and Seed		$ 9,000.00																		
			Bid Item No. 6 –Sidewalk Restoration																				
6	SF	250	Sidewalk Restoration	$ 60.00	$ 15,000.00																		
			TOTAL: Bid Item No. 6 –Sidewalk Restoration		$ 15,000.00																		
			Bid Item No. 7 –Asphalt Driveway Restoration																				
7	SF	250	Asphalt Driveway Restoration	$ 24.00	$ 6,000.00																		
			TOTAL: Bid Item No. 7 –Asphalt Driveway Restoration		$ 6,000.00																		
			Bid Item No. 8 –Concrete Driveway Restoration																				
8	SF	250	Concrete Driveway Restoration	$ 78.00	$ 19,500.00																		
			TOTAL: Bid Item No. 8 –Concrete Driveway Restoration		$ 19,500.00																		
			Bid Item No. 9 –Pavement Restoration																				
9	SF	1,000	Pavement Restoration	$ 35.00	$ 35,000.00																		
			TOTAL: Bid Item No. 9 –Pavement Restoration		$ 35,000.00																		
			Bid Item No. 10 –Concrete Curb Restoration																				
10.000000	LF	25	Concrete Curb Restoration	$ 300.00	$ 7,500.00																		
			TOTAL: Bid Item No. 10 –Concrete Curb Restoration		$ 7,500.00																		
			Bid Item No. 11 –Concrete Road Base Restoration																				
11	SF	500	Concrete Roadbase Restoration	$ 120.00	$ 60,000.00																		
			TOTAL: No. 11 –Concrete Road Base Restoration		$ 60,000.00																		
			Bid Item No. 12 –Mobilization (Directed by Owner)(Between Erie County Sites)																				
12	HR	2	Mobilization (Directed by Owner)(between Erie County Sites)	$ 250.00	$ 500.00																		
			TOTAL No. 12 –Mobilization (Directed by Owner)(Between Erie County Sites)		$ 500.00																		
			Bid Item No. 13 – Less than 4 Hours / Emergency Mobilization (Directed by Owner)																				
13	EA	1	Less than 4 Hours / Emergency Mobilization (Directed by Owner	$ 2,500.00	$ 2,500.00	1	$ 2,500.00																
			TOTAL No. 13 – Less than 4 Hours / Emergency Mobilization (Directed by Owner)		$ 2,500.00																		
			Bid Item No. 14 –Consulting / Site Visits / Meetings																				
14	HR	5	Consultant/ Site Visits / Meetings	$ 150.00	$ 750.00	1	$ 150.00																
			TOTAL No. 14 –Consulting / Site Visits / Meetings		$ 750.00																		
			Bid Item No. 15 – Contingent Items																				
			Furnishing all supervision, labor, materials, tools, equipment and incidentals required to perform unspecified additionalwork, as described in Section 01020, the following allowance has been established		$ 5,000.00																		
			TOTAL No. 15 – Contingent Items		$ 5,000.00																		
			SUBTOTAL		$ 449,150.00	Total Unit Prices	$ 29,133.50	Total Unit Prices	$ 28,916.75	Total Unit Price	$ 3,210.00	Total Unit Prices	$ 25,116.00	Total Unit Prices	$ 25,623.00	Total Unit Prices	$ 18,903.00	Total Unit Prices	$ 14,957.00	Total Unit Prices	$ 14,344.00	Total Unit Price	$ 2,122.00

	Unit Price																						
CY	$175.00																						
CY	$38.00																						
Each Form	$11.50/sqft	18 brk	$ 213.76		$ -		$ -	13.96	$ 512.26	22.34 hr	$ 854.20	108.82 hr	$ 897.77					8 hr	$ 124.00				
Rebar Bent	Each	55	$ 6,665.89							$ -	22.34 hr	$ 402.11	22.98 hr	$ 413.64		$ -			$ -				
18" Pipe	$175.91	2ea	$ 311.82																				
24x18" Reducer	$14.37	2ea	$ 28.75																				
Concrete	$350 / CY										8 CY	$ 1,858.44											
18" MPP Pipe	$350/FT										20 ft	$ 1,076.92											
Cold Patch																							
12" Keystone	Each/Cap																	20 bag	$ 3,200.00	20 bag		$ 3,200.00	
																		1 LS	$ 1,275.89				
		w/ O/P (20%)	$ 143.99	w/ O/P (20%)	$ -	w/ O/P (20%)	$ -	w/ O/P (20%)	$ 431.14	w/ O/P (20%)	$ 4,620.63	w/ O/P (20%)	$ 1,573.69	w/ O/P (20%)	$ -	w/ O/P (20%)	$ 4,217.47	w/ O/P (20%)	$ 2,640.00				
		w/ O/P (5%)	$ 6,999.16	w/ O/P (5%)		w/ O/P (5%)		w/ O/P (5%)		w/ O/P (5%)		w/ O/P (5%)		w/ O/P (5%)		w/ O/P (5%)		w/ O/P (5%)					
		Total Billable =	$ 30,879.67	Total Billable =	$ 28,916.75	Total Billable =	$ 3,210.00	Total Billable =	$ 25,547.14	Total Billable =	$ 30,797.83	Total Billable =	$ 20,476.69	Total Billable =	$ 14,957.00	Total Billable =	$ 18,661.47	Total Billable =	$ 4,762.00				

Running Total

$ 181,911.54

Attachment: CATCO Emergency Purchase Auth Form (RES-2022-419 : Emergency Purchase Authorization - CATCO)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 25668 **RESOLUTION 2022-420** **ADOPTED**

Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine Company - CRS # 3278

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the County of Monroe contract with CORFU MACHINE COMPANY, INC, 1977 Genesee Street, Corfu, New York 14036 to provide services and repairs of hydraulic cylinders.

The Monroe County and Corfu Machine Company Bid Reference # 0206-21 for repair of Hydraulic Cylinders. Contract term extension is 4/1/2021 through 3/31/2023.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the contract routing system (CRS#3278) and the approval of the Town Attorney.

4/25/2022
Consent

FINANCIAL IMPACT:

Town Wide

Various

TBD

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

AGREEMENT EXTENSION

Let this document stand as an Agreement Extension between CORFU MACHINE CO., INC.
And the Town of Amherst permitting the Town of Amherst to PIGGYBACK in the purchase of :

MONROE COUNTY CONTRACT
CONTRACT REFERENCE # 0206-21 (7700000052)
4/1/2021 through 3/31/2023
1977 GENESEE STREET
CORFU, NEW YORK 14036

TO PROVIDE REPAIRS OF HYDRAULIC CYCLINDERS

from CORFU MACHINE COMPANY, INC. under THE MONROE COUNTY AGREEMENT
BID REFERENCE #0206-21 for the period from 4/1/2021 TO 3/31/2023.

Agreed to and Accepted by:

CORFU MACHINE COMPANY, INC.

By: Timothy Johnson
Signature

Timothy Johnson
Print Name

Vice President
Title

Date: 04-20-2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC042022-04202022142452 (RES-2022-420 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25666 **RESOLUTION 2022-421** **ADOPTED**

Extended Sick Leave of Absence Without Pay/Town Clerk

Please authorize an Extended Sick Leave of Absence Without Pay to Eileen Kielich, Clerk Typist at the Town Clerk's Office. Effective April 19, 2022 through June 17, 2022.

4/25/2022
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: 04/25/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25669 **RESOLUTION 2022-422** **ADOPTED**

Youth Service Project Coordinator

Please appoint a Youth Service Project Coordinator to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 26, 2022 at an annual salary of $56,402, Grade 10, Step H for Antonella Stravalaci.

This is a promotion for an employee currently serving as Youth Service Program Coordinator.

4/25/2022
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: 04/25/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25671 **RESOLUTION 2022-423** **ADOPTED**

Refuse Control Officer/Highway Department

Please appoint a Refuse Control Officer to the Highway Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 26, 2022 at an annual salary of $59,207, Grade 13, Step E for Jame Olivieri.

This is a transfer for an employee currently serving as MEO/Engineering to Refuse Control.

4/25/2022
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

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25700 **RESOLUTION 2022-424** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective April 26, 2022, at an hourly rate of $17.06, Step A for Colton McKenna.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted due to a retirement.

4/25/2022
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: 04/25/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25702 **RESOLUTION 2022-425** **ADOPTED**

Resource Coordinator/Youth & Recreatiion

Please appoint a Resource Coordinator to the Youth & Recreation Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective April 26, 2022 at an annual salary of $83,564, Grade 18, Step J for Janice Zapfel.

This is a promotion for an employee currently serving as Program Supervisor(Youth & Recreation).

4/25/2022
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: 04/25/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 25682 **RESOLUTION 2022-426** **ADOPTED**

To Authorize the Town Supervisor to Extend the Contract with Sara Svisco for Graphic Design Work on the Advance Amherst Recovery Plan CRS #3287

WHEREAS, the Town had a contract with Marissa Colucci and Sara Svisco dated July 26, 2021 to use Planning Department funds to complete graphic design work on the Advance Amherst Recovery Plan, and

WHEREAS, the contract expired on December 31, 2021 and was extended until February 28, 2022, and

WHEREAS, several changes remain necessary to the Recovery Plan, that is included under this extended contract, and

WHEREAS, the Planning Department requests another contract extension until June 30, 2022 with the rest of the contract to be completed only by Sara Svisco, now therefore,

BE IT RESOLVED, that the Town Board of the Town of Amherst hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to extend the Graphic Design agreement with Sara Svisco through June 30, 2022.

4/25/2022
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves services that are funded under the Town's Planning Department's 2021 budget. $7,200 from account #A-8020-4090.

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, Su or
Daniel C. Howard, Planning Direct
Daniel J. Ulatowski, Assistant Planning D P or

April 8, 2022

Agenda of April 25, 2022

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

Subject: Contract Extension for Graphic Design Services for the Advance Amherst Recovery Plan

Honorable Board Members:

On July 26 2021, a contract was approved between the Town of Amherst, Sara Svisco and Marissa Colucci, to produce a readable brochure about the Advance Amherst Recovery Plan for the Town of Amherst residents. This includes presentation materials that will not exceed $7,200.

The contract was extended through February 28, 2022, however, the Recovery Plan was not fully completed by that time. The Finance Director and Town Attorney have determined that a further extension of the contract may be executed. We are now requesting a new extension through June 30, 2022 with the rest of the contract to be completed only by Sara Svisco.

Attached for your consideration is a resolution authorizing the Town Supervisor to extend the contract for graphic design services with Sara Svisco until June 30, 2022.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Graphics - Recovery Plan\Recovery Plan 2nd Extension_TB_letter_4.25.22.docx

Attachment: tb letter-4.25.22 (RES-2022-426 : Contract Extension with Sara Svisco for Graphic Design Work)

CONTRACT EXTENSION FOR GRAPHIC DESIGN SERVICES

THIS AGREEMENT, entered into and made effective the _____day of _____, 2022 by and between the **TOWN OF AMHERST**, a municipal corporation of the State of New York and, having its principal offices located at 5583 Main Street, Amherst, New York 14221 (hereinafter the "Town") and **Sara Svisco** and ~~**Marissa Colucci**~~, (hereinafter "Contractor")
S.S.

WITNESSETH:

WHEREAS, the Town of Amherst is developing a Recovery Plan in order to guide recovery efforts in the aftermath of the COVID-19 pandemic; and

WHEREAS, the Town requires graphic design services for the final report of the Recovery Plan into a format that can effectively convey the plan to citizens and stakeholders; and

WHEREAS, the Town awarded a contract for graphic design of the Recovery Plan to Sara Svisco & ~~Marissa Colucci~~ on July 26, 2021 to terminate on December 31, 2021; and
S.S.

WHEREAS, there were some changes made to the Recovery Plan, therefore the Plan is not complete yet;

WHEREAS, a contract extension was executed on January 18, 2022 to extend until February 28, 2022;

WHEREAS, the Town Supervisor, by requested action of the Town Board of the Town of Amherst, on March 28, 2022 will be authorized to execute an extension of the agreement until June 30, 2022, and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The Consultants shall provide the same service as proposed and agreed upon in the original contract, not to exceed a total of $7,200.00:

TERMS OF AGREEMENT

1. This Agreement shall become effective as of the date first above written.

Attachment: Sara's signed Contract Extension_2nd_3.29.22 (RES-2022-426 : Contract Extension with Sara Svisco for Graphic Design Work)

2. This Agreement may be terminated by the Town at any time without cause to be effected by written notification. Upon such termination, the Contractor shall be entitled to receive compensation consistent with the terms of this Agreement for services provided through the date of termination and shall immediately provide to the Town all notes, reviews, analyses, spreadsheets, and other materials, whether complete or incomplete, resulting from its services provided under this Agreement.

3. This Agreement shall terminate no later than June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

TOWN OF AMHERST

By: _____ _____
Brian J. Kulpa, Supervisor

Sara Svisco

By: _____ MARCH 28, 2022

~~**Marissa Colucci**~~

By: _____ _____

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2022, before me personally came **Brian J. Kulpa**, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York that he/she is the Town of Amherst Supervisor, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order.

_____
Notary Public

Attachment: Sara's signed Contract Extension_2nd_3.29.22 (RES-2022-426 : Contract Extension with Sara Svisco for Graphic Design Work)

CONTRACT EXTENSION FOR GRAPHIC DESIGN SERVICES

ACKNOWLEDGMENT

STATE OF PENNSLYVANIA)
COUNTY OF PHILADELPHIA) ss:

On this 28 day of March, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Sara Svisco**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Commonwealth of Pennsylvania - Notary Seal
Stuart D. Kaplan, Notary Public
Philadelphia County
My commission expires August 14, 2023
Commission number 1235952
Member, Pennsylvania Association of Notaries

Notary Public

Attachment: Sara's signed Contract Extension_2nd_3.29.22 (RES-2022-426 : Contract Extension with Sara Svisco for Graphic Design Work)

EXHIBIT A
Addendum to Contract

Attachment: Sara's signed Contract Extension_2nd_3.29.22 (RES-2022-426 : Contract Extension with Sara Svisco for Graphic Design Work)

Attachment: Sara's signed Contract Extension_2nd_3.29.22 (RES-2022-426 : Contract Extension with Sara Svisco for Graphic Design Work)

Addendum to Contract VENDOR NOT ON SITE

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

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

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

4. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

5. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

6. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

7. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

N/A
Print Name of Company

By: _____
Signature

SARA SVISCO
Printed name

Date: MARCH 28, 2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Sara's signed Contract Extension_2nd_3.29.22 (RES-2022-426 : Contract Extension with Sara Svisco for Graphic Design Work)

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: N/A

Signature: [signature]

Print Name: SARA SVISCO

Title: CONTRACTOR

Date: MARCH 28, 2022

Commonwealth of PA
County of Philadelphia

Sworn To Before Me This

28 Day of March, 2022

[signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Stuart D. Kaplan, Notary Public
Philadelphia County
My commission expires August 14, 2023
Commission number 1235952
Member, Pennsylvania Association of Notaries

Attachment: Sara's signed Contract Extension_2nd_3.29.22 (RES-2022-426 : Contract Extension with Sara Svisco for Graphic Design Work)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 25694 **RESOLUTION 2022-427** **ADOPTED**

To Authorize Community Development to Exceed the $40,000 Loan Limit for a Household on Oakwood Drive

WHEREAS, the Town Community Development Program originates and approves housing rehabilitation loans up to $40,000 for eligible homeowners using HOME & CDBG funds; and

WHEREAS, homeowners on Oakwood Drive needs substantial work done to their home including a roof replacement; replacement of the doors & windows; and lead-based paint remediation; and

WHEREAS, Community Development is requesting permission to extend additional housing rehabilitation loan funds to this household not to exceed $50,000;

NOW THEREFORE, BE IT RESOLVED THAT the Town of Amherst authorizes Community Development to exceed the $40,000 loan limit using CDBG funding for this household, not to exceed $50,000.

4/25/2022
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution utilizes federal funds 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. Ulatowski, AICP
Assistant Planning Director

April 19, 2022

Agenda of April 25, 2022

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Request to exceed $40,000 loan limit on an Oakwood Drive Household

Honorable Members:

Community Development Program is requesting permission to exceed the $40,000 loan limit to assist a household on Oakwood Drive. The homeowner needs substantial rehabilitation work done to her home that includes roof replacement; replacement of the doors and windows; and lead-based paint remediation.

Community Development requests permission to provide up to, but not to exceed $50,000 in CDBG loan funds. The homeowner has over $170,000 in equity on the property. The CDBG funds are allocated to the Town by the U.S. Department of Housing & Urban Development and are not part of the Town's overall operating budget. The expenditure of these funds in accordance with federal regulations has no direct fiscal impact on the Town.

We would appreciate an indication from the Board of its willingness to extend additional housing rehabilitation loan funds to this household before we authorize the homeowner to commence with the proposed work. Attached is a resolution for your consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\Housing_Rehabilitation_Program\Letters\Exceed\98_Tennyson_TB_Letter.doc

Attachment: oakwood-04.25.22 (RES-2022-427 : To Authorize Community Development to Exceed the $40,000 Loan Limit)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25680 **RESOLUTION 2022-428** **ADOPTED**

Travel & Training Request Basic Criminal Investigations Course

TOWN BOARD AGENDA ITEM : APRIL 25, 2022

TO: **Town Board**

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

RE: **Travel & Training Request**
Basic Criminal Investigations Course

Kindly adopt a Resolution authorizing two (2) detectives to attend the above entitled training course. This course is being held at Niagara County Community College from April 25, 2022 through May 6, 2022. The detectives will utilize a police car to travel to the course. The cost for this course is approximately $700.00.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 25, 2022)**

4/25/2022
Consent

FINANCIAL IMPACT:

A3121 .4120: $700.00

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
4/25/2022	5/6/2022	NCC	Basic Investigator Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $	$		
# Lunches @ $	$		
# Dinners @ $	$		
# Incidentals @ $	$		
Registration/Conference Fee	$700	A3121 · 412D	
Other			
Subtotal	$700		N/A
Contingency - 10% of subtotal or $200	$70		N/A
TOTAL	$770		

Request Approved By:

Department Head Signature

4/19/2022

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

X:\Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: RedactedTrainingRequestBasicInvCourse4.25.22 (RES-2022-428 : Travel & Training Request: Basic Inv. Course)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25681 **RESOLUTION 2022-429** **ADOPTED**

Emergency Purchase Authorization Plumbing Backup at Bailey Avenue Training Facility (CRS# 3285)

TOWN BOARD AGENDA ITEM: APRIL 25, 2022

TO: **Town Board**

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

RE: **Emergency Purchase Authorization**
Plumbing Backup at Bailey Avenue Training Facility (CRS# 3285)
Kimil Construction

Kindly adopt a resolution authorizing the Town Board to approve an emergency purchase made with Kimil Construction for work done at the Bailey Avenue Training Facility to clear the north end lateral lines due to a sewer backup inside the building. The Engineering Department's Sewer Maintenance Division was able to assist to clear the south end lateral. The Emergency Purchase Documentation Form is attached. The cost of this repair is $690.00 (formal invoice to follow). This request is pending successful completion of the Contract Routing Process.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 25, 2022)**

4/25/2022
Consent

FINANCIAL IMPACT:

A3122 .4220: $690.00

RESULT:	**ADOPTED [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: 4/13/2022
2. Date you received approval from the Supervisor: 4/13/2022
3. Date of Town Board work session where Board is notified: 4/25/2022
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): Plumbing Services totalling $690.00
5. Is there adequate funding in your current operating budget to cover this purchase? yes
   Identify budget Org/Object: A3122.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: The sewers were backing up into the bathrooms at the Bailey Ave. Training Facility. There were multiple trainings taking place in the building (100+ people). It could have resulted in too much use on the current sewer system.
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: Eng dept sewer Maint. assisted in clearing the South end lateral but Kimil Construction was needed to clear the North end lateral
8. Department Head Signature: [signature] Date: 4/19/2022

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

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

Attachment: EmergencyPurchaseFormKimilConstruction4.2022 (RES-2022-429 : Emergency Purchase Authorization Kimil Construction(CRS#

[PURCHASING] Invoice Total

1 message

Devon Rokitka <devon@kimilco.com> Wed, Apr 20, 2022 at 7:10 AM
To: "purchasing@apdny.org" <purchasing@apdny.org>

Good Morning. The invoice total is $690.00 for the work at the Amherst Police Training Center

Thanks

Devon

Devon Rokitka

Accounts Receivable

Kimil Co Inc

Kimil Construction

Quality First Plumbing

493 Kennedy Rd

Cheektowaga, NY 14227

Office (716)-893-3660

Fax (716) 768-5058

Direct Phone (716) 551-6572

Attachment: KimilRepairCost4.2022 (RES-2022-429 : Emergency Purchase Authorization Kimil Construction(CRS# 3285))

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25683 **RESOLUTION 2022-430** **ADOPTED**

Agreement Between the Town of Amherst (Police) and Amherst Boarding Kennel, LLC (CRS#3181)

TOWN BOARD AGENDA ITEM: APRIL 25, 2022

TO: **Town Board**

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

RE: **Agreement between the Town of Amherst (Police) and Amherst Boarding Kennel, LLC (CRS#3181)**

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 25, 2022)**

4/25/2022
Consent

FINANCIAL IMPACT:

T2917 .4002: Estimate of $8,000.00

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

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
AMHERST BOARDING KENNEL, LLC

THIS AGREEMENT made ON FEB 11, 2022, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and AMHERST BOARDING KENNEL, LLC a limited liability corporation organized and existing under the laws of the State of New York, having its principal offices located at 4650 Millersport Highway, East Amherst, New York 14051 (hereinafter referred to as the "Amherst Boarding").

WITNESSETH:

WHEREAS, the Town is desirous of obtaining the professional services of Amherst Boarding for the kenneling services of the law enforcement canines owned by the Town of Amherst Police Department (hereinafter referred to as the "Police Department") and to provide the services set forth herein; and

WHEREAS, Amherst Boarding specializes in the caring for and training of law enforcement canines; and

WHEREAS, Amherst Boarding is conveniently located approximately five (5) miles from the Police Department; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town and Amherst Boarding as follows:

1. The purpose of this Agreement is to provide commercial kenneling facilities and services in support of the Police Department's canine program.

2. Amherst Boarding shall provide all labor, materials and supervision, and facilities to provide kenneling services for the Police Department's canines.

3. Amherst Boarding shall issue a key to the kennel facility to each assigned Police Department canine officer and their supervisor to enable access to the facility twenty-four (24) hours a day, seven (7) days a week. Amherst Boarding shall ensure that only authorized personnel have access to the Police Department's canines. Access to the Police Department's canines by the general public is prohibited at all times.

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

4. In addition to housing the canines, Amherst Boarding shall also be responsible for cleaning the kennels and maintaining them in a safe and sanitary condition.

5. Facility Requirements: Amherst Boarding's facility should be an indoor/outdoor type, which allows the canines access to adequate shade, fresh air, exercise and protection from inclement weather and unauthorized personnel. Regardless of the kennel type, only one (1) canine shall be in each kennel run. Shipping crates or wire cages are not acceptable at any time for the boarding or kenneling of the canine.

    a. Floor and Dog Runs: The kenneling building will be constructed with a concrete foundation and floor; all runs will be constructed of concrete. Kennel run floors will be a sealed hard surface (i.e. concrete or tile is acceptable). All concrete surfaces will be sloped and constructed to allow for adequate drainage for flushing stools and urine from the kennel run. Pooling of liquid is not permitted. Other floors and pathways should be of non-skid surface.

    b. Outside Kennel Runs: If kennel runs use a common barrier to separate adjacent runs, the barrier should be a solid wall at least 4 feet wide in height.

    c. Inside/Outside Kennel Runs: The outside portion of each kennel run will have 4 feet in height with solid walls between adjacent runs and the kennel run will be at least 6 feet long and 4 feet wide. The sleeping area will be large enough to allow the animal to turn freely and be at least 2 inches taller than the canine's head while in the standing position. Access doors to the inside sleeping area will be sufficient size to allow the canines to enter without scraping their sides or back. A guillotine type drop door is permissible.

    d. Enclosed Indoor Kennel Runs: Runs that are totally enclosed in a building will meet the same size requirements for indoor/outdoor or outdoor runs. Indoor runs will meet or exceed all requirements for ventilation in accordance with all local, state and federal regulations regarding kennel services. Indoor runs shall have air conditioning/ventilations systems that maintain the inside ambient air temperature within 10 degrees above or below the outside ambient air temperature. The kennel facility shall have fresh air either through windows, doors, vents or air conditioning. Auxiliary ventilation (i.e. air conditioning or exhaust fans) is required where the ambient temperature can reach 90 degrees fahrenheit or higher. The minimum indoor air temperature shall not be less than 40 degrees fahrenheit. The maximum indoor temperature shall not be more than 90 degrees fahrenheit. The minimum/maximum is to ensure that the canines maintain acclimation to the weather conditions in the work environment.

    Each run shall be separated by a partition constructed of concrete, fiberglass or stainless steel at least 48 inches high to prevent cross contamination between kennels. The partition shall be capable of preventing cross

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

contamination between runs. All runs shall have chain link tops, to prevent the canine from jumping or climbing out. Kennel runs shall be disinfected with veterinary approved chemicals. Dog beds shall be of non-porous materials (i.e. stainless steel, fiberglass).

e. Fencing and Gates: Wire mesh fence fabric will be utilized on the runs and gates.

f. Lighting: The kennel compound and kennel runs will be sufficiently lighted to provide security and to allow for safe nighttime activity in removing or returning canines to their kennel runs. All accessible areas will be lighted, either by motion sensors or permanent lighting.

g. Kennel Construction: The Town will not reimburse Amherst Boarding for any construction or remodeling.

6. Sanitation: Kennel runs and sleeping areas will be disinfected at least every four calendar days with a veterinarian approved disinfectant solution. Kennel runs will be washed and stools will be removed from the runs as often as necessary. Stools, urine and waste dog food will not be allowed to remain in a run for more than one hour during normal operating hours. All stools will be removed within one hour after the facility opens for business or no later than 9:00 AM on days when the kennel is not open for business. All chemicals shall be stored away from any food items or near the floor, capped and in the original labeled containers. Chemicals not in the original container shall be clearly marked. The Environmental Protection Agency or the State shall approve all disinfectants used for cleaning.

7. Food and Water Areas: The food and water utensils shall be cleaned daily with hot soapy water. Utensils used in preparation of food shall be cleaned immediately after each food preparation period. Stainless steel feed and water pans will be used. Empty dog food bags will be removed and disposed of in a covered container. All food will be stored in rodent proof storage containers. The area will be rodent and pest free. A refrigerator for diet and medications will be available. Medication will be properly labeled and stored in the refrigerator. If the water supply comes from an underground well, it must be tested and approved for human consumption (potable). The kennel shall have potable hot and cold running water. Self-waterers will not be permitted.

8. Health: The kennel shall have First Aid Kits for personnel and animals. Amherst Boarding shall have written procedures to educate employees on how to handle animal related injuries.

   Amherst Boarding shall observe the appearance and activity of the canines for signs of illness, wounds, disease and discontent. Amherst Boarding shall specifically watch for signs of injury and other changes in physical condition. In the event a Police Department owned canine is injured or becomes ill, Amherst Boarding will

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

contact the assigned handler of the canine within one (1) hour. If he/she is unavailable, the supervisor will be contacted. If it is an emergency and a canine handler or supervisor cannot be contacted, Amherst Boarding will take the ill or injured canine to Green Acres Veterinary Center, 2060 Niagara Falls Blvd, Tonawanda New York. In the unlikely event a Police Department canine passes away, the canine's handler will take possession of the canine and dispose of the remains at an offsite location. No Police Department canine shall be buried or disposed of by kennel personnel.

9. Bathing: Police Department Officers shall be responsible for bathing of their own canines.

10. Debris: Amherst Boarding shall ensure the compound area in which the kennels are located shall be free of all refuse, garbage, trash and debris. Seeded areas within the compound shall be mowed/chopped and kept free of brush and tall vegetation that could pose a health hazard to the canines, handlers or other individuals entering the premises.

11. Food: Amherst Boarding shall provide dog food that meets the Police Department's minimum requirements.

12. Feeding: The canine's feeding schedule shall be determined by each individual canine officer.

13. General Requirements:

    a. Protection: Amherst Boarding shall have a plan for emergency procedures. A copy of the local fire evacuation plan shall be posted in the kennel. Amherst Boarding will provide fire extinguishers onsite to extinguish common construction materials and/or electrical fires. Amherst Boarding will ensure the fire extinguishers are inspected and maintained in accordance with the local/state/federal fire regulations. Amherst Boarding shall have business insurance as required by law.

    b. Amherst Boarding shall have a written plan for handling the "escaped dog" scenario. The plan shall define what steps are taken to notify the owner, advertise in local publications, etc.

    c. Personnel: If required by the state, the county in which the kennel is located must certify the kennel manager. If the kennel manager is replaced, Amherst Boarding kennel will provide prior notification to the Police Department.

    d. Access: All canine officers will require 24-hour access to the portion of the kennel facility used to kennel the Police Department's canines. If key type door locks or padlocks are used for after hour's security, Amherst Boarding will provide a key (or set of keys, as appropriate) to each assigned canine

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

officer. All entry/exit points will be locked after hours or when unattended. All dog runs will be secured. Kennels shall have double gate/doors to enter/exit the facility and grounds. Amherst Boarding shall provide keys and/or access codes to alarm systems for 24-hour a day canine officer access to the facility.

e. Record Keeping: Amherst Boarding will keep a record of all Police Department canines kenneled at the facility during each thirty (30) day/monthly billing cycle. The record will include the following information at a minimum:

    1. The date of arrival and departure;
    2. If food is provided by Amherst Boarding, the number of pounds of dog food consumed by the canine(s) during the billing cycle.

f. Invoice: Amherst Boarding will submit an invoice to the Police Department for approval at the end of each month.

14. Indemnity: To the fullest extent permitted by law, Amherst Boarding 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 Amherst Boarding its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

15. Insurance Requirements: Amherst Boarding 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: Amherst Boarding 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: Amherst Boarding 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.

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

16. Term of Agreement: The term of this Agreement shall be for the period beginning on March 1, 2022 and running through December 31, 2022.

17. Renewal of Agreement: One party shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of this Agreement. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year.

18. Termination of Agreement: This Agreement may be terminated by either party upon sixty (60) calendar days by written notice to the other party.

19. Rates:

Daily Rate	Purpose of Stay
$20.00	Residential Rate
$34.00	Vacation Rate

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Town Supervisor Date

AMHERST BOARDING KENNEL, LLC

By: _____ 2/11/22
Richard Smehlik, Owner Date

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

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: AMHERST BOARDING KENNEL

Signature: [signature]

Print Name: RICHARD SMERLIK

Title: OWNER

Date: 2/11/22

Sworn To Before Me This

11 Day of February, 2022

[signature]

Notary Public

CHRISTA A KENNEY
Notary Public, State of New York
Reg. No. 01KE8023824
Qualified in Niagara County
Commission Expires 4/20/2023

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2022

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 KS Roth Insurance Agency, Inc. 5880 S. Transit Road Lockport NY 14094	CONTACT NAME: Barbara Hejna, CPCU, AAI PHONE (A/C, No, Ext): (716)478-0024 FAX (A/C, No): (716)478-0223 E-MAIL ADDRESS: barb@ksrothinsurance.com
INSURED Amherst Boarding Kennel LLC & 4650 Millersport Highway East Amherst NY 14051	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Erie Insurance Company 26263 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	Q46-6750042	10/17/2021	10/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 5000 $ 1000000 $ 2000000 $ 2000000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Q06-6430117	06/14/2021	06/14/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			Q34-6770010	10/17/2021	10/17/2022	EACH OCCURRENCE AGGREGATE	$ 2000000 $ 2000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Certificate Holder is an Additional Insured under General Liability.

CERTIFICATE HOLDER

Town of Amherst (Police Department)
5583 Main Street
Williamsville NY 14221

Fax: Email:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

(Policy Provisions: WC000000C)

INFORMATION PAGE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: Property and Casualty Insurance Company of Hartford
ONE HARTFORD PLAZA HARTFORD CT 06155

THE HARTFORD

NCCI Company Number: 30147
Company Code: P

		Suffix LARS	Suffix RENEWAL
POLICY NUMBER:	76 WEG FO1954		14
Previous Policy Number:	76 WEG FO1954		

1. **Named Insured and Mailing Address:** (No., Street, Town, State, Zip Code)
AMHERST BOARDING KENNEL LLC
4650 MILLERSPORT HWY
EAST AMHERST NY 14051

FEIN Number: 16-1602888
State Identification Number(s):

RECEIVED
MAR 28 2022
AMHERST POLICE DEPT.

The Named Insured is: LLC
Business of Named Insured: Pet Care (except Veterinary) Services
Other workplaces not shown above:

2. **Policy Period:** **From** 01/01/22 **To** 01/01/23 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC
150 SAWGRASS DRIVE
ROCHESTER NY 14620

Producer's Code: 76210705
Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(877) 287-1312

Total Estimated Annual Premium: $2,578
Deposit Premium:
Policy Minimum Premium: $379 NY

Audit Period: ANNUAL **Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan L. Castaneda
Authorized Representative — 11/22/21 Date

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACIÓN OBRERA

NOTICE OF COMPLIANCE
TO EMPLOYEES

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain first aid or other necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

NYS Workers' Compensation Board
Centralized Mailing
P O Box 5205
Binghamton, NY 13902-5202

Customer Service Line: 877-632-4996

AVISO DE CUMPLIMIENTO
A EMPLEADOS

INFORMACION IMPORTANTE PARA EMPLEADOS QU SEAN LESIONADOS O SUFRAN UNA ENFERMEDAI OCUPACIONAL MIENTRAS TRABAJAN.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuanc despliega este comunicado concerniente a sus derechos com trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 dias c haber sufrido su lesión su reclamación podría ser desestimada, p eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesar relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad, relacionada co el trabajo usted puede escoger cualquier médico, podiatra quiropractico ó psicologo (si es refendo por un médico autonzado) qu este autonzado y acepte pacientes de la Junta de Compensació Obrera. Sin embargo si su patrono está autorizado a participar en un organización certificada de proveedores preferidos (PPO), uste deberá obtener tratamiento inicial para cualquier lesión o enfermeda relacionada con el trabajo de la correspondiente entidad. Patronc que participen en cuelquiera de estos programas establecidos por le estan obligados a proveer a sus empleados notificación escrit explicando sus derechos y obligaciones bajo el programa a que est acogido.
5. Usted deberá requerir de su Médico que radique copias de lo informes médicos de su caso en la Junta de Compensación Obrera en la compañia de seguros de su patrono, que se indica al final d esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con e trabajo le impide trabajar por más de siete días, le obliga a trabajar sueldo más bajo ó resulta en incapacidad permanente de cualquie parte de su cuerpo. Usted puede tener derecho a servicios d rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningun proveedor médico directamente por tratmiento d su lesión o enfermedad relacionada con el trabajo. Ellos deben envia sus facturas al asegurador de su patrono. Si el caso es cuestionadc el proveedor deberá esperar hasta que la Junta decida el caso, ante de iniciar gestión de cobro alguna contra usted. Si usted no tramita s case o la Junta falla que su lesión o enfermedad no está relacionad con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de lo procedimientos de la Junta, pero es un derecho que usted tiene, e estar representado por abogado ó por representante licenciado s usted así lo desea. Si es representado, no pague al abogado ó a representante licenciado Cuando la Junta decida su caso, lo honorarios seran determinados por la Junta y descontados de su beneficios.
9. Si tiene usted dificultad en conseguir un formulario de reclamación c necesita ayuda para llenalo ó tiene dudas sobre cualquier situació relacionada con una lesión o enfermedad comuniguese con la oficin mas cercana de la Junta.

CHAIR/PRESIDENTE

Workers' Compensation Board

Workers' Compensation benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, seran pagados por):

Name, address and telephone number of licensed insurance carrier, authorized group self-insurer or main office of authorized self insurer

Property and Casualty Insurance Company of Hartford

One Park Place, 300 South State Street, 8th Floor
Syracuse, NY 13202
(877)-383-7022

For Insurance Carriers ONLY: Policy No. 76 WEG FO1954

Policy in Force from: 01/01/22 to 01/01/23

Name of employer (Nombre del patrono)
AMHERST BOARDING KENNEL LLC

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about the employer's place or places of business may result in a $250 penalty for each violation.

RECEIVED
MAR 28 2022
AMHERST POLICE DEPT.

C-105 (9-17) Workers' Compensation Board
Prescribed of by Chairman
State of New York

www.wcb.ny.gov

Form WC 88 31 14 S Printed in U.S.A.

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
AMHERST BOARDING KENNEL LLC

4650 MILLERSPORT HIGHWAY
EAST AMHERST, NY 14051

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-636-6172

1c. Federal Employer Identification Number of Insured or Social Security Number
161602888

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL288277

3c. Policy effective period
01/01/2022 to 12/31/2022

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 4/4/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Approved Contract (RES-2022-430 : Agreement: Amherst Boarding Kennel (CRS#3181))

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25688 **RESOLUTION 2022-431** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility United States Environmental Protection Agency (CRS#3280)

TOWN BOARD AGENDA ITEM: APRIL 25, 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
United States Environmental Protection Agency (CRS#3280)

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: April 25, 2022)**

4/25/2022
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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made a entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, To of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14226 (hereinaf collectively referred to as the "Town"), and the United States Environmental Protection Agency, Criminal Investigat Division, whose address is 138 Delaware Ave. Buffalo, New York 14202. As used in this MOU, the term "Parti describes the Town of Amherst Police Department and the United States Environmental Protection Agency.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and shared-use agreement between the parties, wherein the Town of Amherst Police Department will make available to United States Environmental Protection Agency, the Amherst Police Departments Community Policing and Train Facility (hereinafter "Facility") at 4220 Bailey Avenue, Amherst, New York for firearms and related law enforcem training as described below. The purpose of this MOU is to establish the terms and conditions for use of the Town Amherst Police Department Community Policing and Training Facility by the United States Environmental Protect Agency.

3. Authorities: United States Environmental Protection Agency is authorized to enter into this MOU un the Homeland Security Act of 2002, codified in Title 6, United States Code. Additionally, United States Environmer Protection Agency is authorized to enter into this agreement pursuant to the Government Employees Training Act U.S.C. §§ 4101 and 4105, permitting agencies to make agreements or other arrangements for the training of employ of the agency by, in, and through non-government facilities.

Nothing in this MOU is intended to conflict with current law, regulation, or policy governing respective parties. Further, nothing in this MOU is intended to restrict the authority of either party to act as provided applicable law, regulation, or agency policy. If any term of this agreement is inconsistent with law, regulation, or ot authority that that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full fo and effect.

4. Conditions. In order for the United States Environmental Protection Agency to utilize the Town Amherst Police Department Community Policing and Training Facility, approval must be given by the Chief of Pol or his designee, and an individual memorandum of understanding executed. The United States Environmental Protect Agency is responsible for complying with all applicable Federal law and, to the extent that they do not conflict w Federal law, State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility located. The privilege granted to use the facility will be without cost or expense to the Amherst Police Department the Town of Amherst.

5. Use of the Facilities. The Amherst Police Department agrees to allow the United States Environmer Protection Agency use of the agreed upon area of the facility, which is located at 4220 Bailey Avenue, Amherst N

Attachment: MOU US EPA (RES-2022-431 : MOU: Range Use Bailey Training Facility: US EPA (CRS# 3280))

York to conduct suitable training, together with the necessary rights and ingress and egress to the facility. Th Police Department Community Policing and Training Facility consists of three separate areas and this MOU specifically covers use of the designated training area to be used.

A. Classroom and presentation area located at the southernmost part of the building. Area inclu classroom furniture and audio / visual equipment.

B. Realistic training area.

C. Firearms Range

6. Scheduling. Scheduling for use of the Town of Amherst Police Department Community Policing a Training Facility is done by request in writing or email to the Chief of Police of the Amherst Police Department or his/ designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Pol Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule w the parties involved.

7. Rules and Regulations.

A. The United States Environmental Protection Agency will use reasonable care in its use of the Facil and shall be responsible to the Town of Amherst Police Department for conducting all activities in a safe a prudent manner so as not to endanger others while on Town of Amherst property.

B. The United States Environmental Protection Agency shall return the Facility to the Amherst Pol Department after each use in the same condition as before its use, except for reasonable wear and tear as wo be expected with the type of training done.

C. The United States Environmental Protection Agency accepts the Facility in "as is" condition a acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for a specific purpose.

D. The United States Environmental Protection Agency agrees that the facility shall be used solely in service for law enforcement purposes, such as training and to follow all posted rules and safety regulations.

E. The United States Environmental Protection Agency agrees to have a qualified instructor present w has attended and completed a safety and orientation briefing presented by an Amherst Police Department facil administrator.

F. The United States Environmental Protection Agency, its agents, employees, and invitees, agree to ab by all facility and training safety rules and to attend and complete a safety briefing by a qualified instructor bef each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any dama (negligent or otherwise) may result in the termination of this MOU for the United States Environmental Protect Agency, resulting in the loss of facility usage for the United States Environmental Protection Agency.

Attachment: MOU US EPA (RES-2022-431 : MOU: Range Use Bailey Training Facility: US EPA (CRS# 3280))

8. Acknowledgement of Risk. All persons being trained by the United States Environmental Agency, or who are at the Facility at the request or invitation of the United States Environmental Protection Agency, will be at all times under the direct supervision of authorized United States Environmental Protection Agency instructors.

The United States Environmental Protection Agency and as such, it is a self-insured entity supported by the U Government. The Federal Tort Claims Act, Title 28, U.S.C. Sections 1346 et seq., provides the sole means throu which the U.S. Government resolves all issues of liability for the loss or destruction of property or personal injury death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within scope of his or her offices or employment.

The United States Environmental Protection Agency is responsible for ensuring that all personnel using Facility, while it is assigned to or otherwise being used by the United States Environmental Protection Agen understand and agree that the use of the Facility is an inherently dangerous activity and that in consideration for be allowed to use the Facility, each individual assumes the risk of any injuries that may occur while using the Facility.

The Town of Amherst expressly disclaims any and all liability for damage or injury to United Sta Environmental Protection Agency, its agents, employees or invitees related to this MOU. The Town of Amherst sh not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

9. Term of MOU. This MOU becomes effective when approved by the parties identified below and v remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU two (2) additional, five (5) year terms.

Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such not will be the subject of immediate consultation to the parties to decide upon the appropriate course of action. Additional this MOU may be modified upon the mutual written consent of the parties, signed by the signatories to this agreemen

Attachment: MOU US EPA (RES-2022-431 : MOU: Range Use Bailey Training Facility: US EPA (CRS# 3280))

10. General Provisions

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the United States, and to the extent that they do not conflict with the laws of the United States, the laws the State of New York. Any action arising out of this MOU and the parties shall be brought in U.S. District Court. T Chief of Police or their designees have final say on all matters pertaining to safety, usage and administration at Facility. This supersedes any and all rank or administrative titles carried by members of guest agencies.

B. Entirety of Agreement. This MOU, consisting of [6], pages, represents the entire and integra agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate terms affected by the severance.

D. Sovereign Immunity. The United States Environmental Protection Agency and the Amhe Police Department and their respective governing bodies do not waive their sovereign immunity by entering into t MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurr as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rigl duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure sol to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determin and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only part signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy aris out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the brea of this MOU.

F. Force Majeure. Neither the Town of Amherst nor the United States Environmental Protect Agency shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reas of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any ot circumstances for which it is not responsible or which are not within its control.

Attachment: MOU US EPA (RES-2022-431 : MOU: Range Use Bailey Training Facility: US EPA (CRS# 3280))

11. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard, parties will agree that any fees will be known and agree to at the time of training scheduli Any fees paid by any agency constitute that agency's willingness to have a well-maintained training venue and at point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility. If the schedule changes, the Town of Amherst will notify the Parties (60) sixty days prior to changes taking effect.

Firearms Range	$300 / half day (4 hrs.)
Firearms Range	$600 / Full day (8 hrs.)
Realistic Training House	$100 / half day (4 hrs.)
Realistic Training House	$200 / full day (8 hrs.)
Classroom and Presentation Area: $75 / each additional hour scheduled outside of normal business hours (8 AM - 4 PM)	

Attachment: MOU US EPA (RES-2022-431 : MOU: Range Use Bailey Training Facility: US EPA (CRS# 3280))

12. Signatures. In witness whereof, the parties to this MOU through their duly representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

United States Environmental Protection Agency

_____

Date

_____

Date

Town of Amherst Police Department

_____

Brian J. Kulpa, Town Supervisor Date

_____

Scott P. Chamberlin, Chief of Police Date

Attachment: MOU US EPA (RES-2022-431 : MOU: Range Use Bailey Training Facility: US EPA (CRS# 3280))

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 25686 **RESOLUTION 2022-432** **ADOPTED**

Class Instructor/Sub-Contractor Commitment Form - CRS# 3267

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Fitness Instructor, Marilyn Ciavarella.

4/25/2022
Consent

FINANCIAL IMPACT:

$25.00 per hour charged to A6772--4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Marilyn Ciavarella
(Payment/Check payable to same)

Address: 34 Southwick Drive

Orchard Park, NY 14127

Class/Activity: Fitness Instructor

This is a -5- **year contract.**

Start Date: May 1, 2022 **Date executed below by the Town Supervisor**

End Date: April 30, 2027

Rate per hr.: $25.00

Marj Ciavarella, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Marj Ciavarella
Instructor/Leader Signature

3/12/22
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name _____ CRS#_____ Vendor Name _____

Contractor Commitment Form 2021

Attachment: Ciavarella-04052022113746-0001 (RES-2022-432 : Class Instructor/Sub-Contractor Commitment Form - CRS# 3267)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 25687 **RESOLUTION 2022-433** **ADOPTED**

Class Instructor/Sub-Contractor Commitment Form CRS# 3268

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Line Dance Instructor, Bonnie Crosby.

4/25/2022
Consent

FINANCIAL IMPACT:

$20.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Bonnie Crosby
(Payment/Check payable to same)

Address: 66 Hartford Road

Amherst, NY 14226

Class/Activity: Line Dancing Instructor

This is a -5- **year contract.**

Start Date: May 12. 2022 **Date executed below by the Town Supervisor**

End Date: May 11, 2027

Rate per hr.: $20.00

BONNIE L. CROSBY, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Bonnie L. Crosby
Instructor/Leader Signature

3/28/2022
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name _____ CRS#_____ Vendor Name _____

Contractor Commitment Form 2021

Attachment: Crosby-040520221138390-0001 (RES-2022-433 : Class Instructor/Sub-Contractor Commitment Form CRS# 3268)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 25689 **RESOLUTION 2022-434** **ADOPTED**

Class Instructor/Sub-Contractor Commitment Form CRS# 3266

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor commitment Form between the Town of Amherst (Department of Senior Services) and Fitness Instructor, Jean Widlicka.

4/25/2022
Consent

FINANCIAL IMPACT:

$26.50 per hour charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Jean Widlicka
(Payment/Check payable to same)

Address: 271 Campus Drive Apt. 2

Snyder, NY 14226

Class/Activity: Fitness Instructor

This is a -5- **year contract.**

Start Date: May 1, 2022 **Date executed below by the Town Supervisor**

End Date: April 30, 2027

Rate per hr.: $26.50

Jean Widlicka, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Jean Widlicka — Instructor/Leader Signature — 3-18-22 — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name _____ CRS#_____ Vendor Name _____

Contractor Commitment Form 2021

Attachment: Widlicka-04052022113812-0001 (RES-2022-434 : Class Instructor/Sub-Contractor Commitment Form CRS# 3266)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 25690 **RESOLUTION 2022-435** **ADOPTED**

Class Instructor/Sub-Contractor Commitment Form CRS# 3265

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Quilting Instructor, Janice Brecht.

4/25/2022
Consent

FINANCIAL IMPACT:

$20.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Janice Brecht
(Payment/Check payable to same)

Address: 17 Huntington Avenue

Buffalo, NY 14214

Class/Activity: Quilting Instructor

This is a -5- **year contract.**

Start Date: May 1, 2022 **Date executed below by the Town Supervisor**

End Date: April 30, 2027

Rate per hr.: $20.00

Janice Brecht, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Janice Brecht — Instructor/Leader Signature

March 21 2022 — Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name _____ CRS#_____ Vendor Name _____

Attachment: Brecht-040520221137l5-0001 (RES-2022-435 : Class Instructor/Sub-Contractor Commitment Form CRS# 3265)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25676 **RESOLUTION 2022-436** **ADOPTED**

Authorization to Pay Vendor

Authorize the partial payment of encumbered PO 22116546 in the amount of $1,704.00 to Enersys for the emergency replacement of ice resurfacer battery cells.

4/25/2022
Consent

FINANCIAL IMPACT:

A 7253.4220: $1,704.00 (2021 encumbered funds)

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

EnerSys
Power/Full Solutions

Remit Payment To: EnerSys
1604 Solutions Center
Chicago, IL 60677-1006

Ref B: MTX_1083589

INVOICE

INVOICE NO.	RVSN	DATE	P
SLS/42129011	0	01-21-2022	1 of 1

BILL OF LADING NO.	SALES ORDER NO.	ORD.DATE
0	9444293	01-21-2022

CUSTOMER PO NO.	DATE OF SHIPMENT
22116546	01-21-2022

SHIPPED VIA	Freight Code
	002

S.A.	TAXABLE	LINE OF BUSINESS
1400	Y	MPS

BILL TO CUSTOMER ▶ 310005

BILL TO:

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY
14221

SHIP TO CUSTOMER ▶

SHIP TO: (If different than Bill To)

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY
14221

Reminder: A 3.5% convenience fee will be charged if a credit card is used to pay an invoice greater than 10 days from invoice date.

ITEM	PRODUCT NUMBER	DESCRIPTION	TAX	QTY. SHIPPED	QTY. BACK	UNIT PRICE	EXTENSION
		ST/335/2018/1480 Battery 40-E110-15 S/N RLA762769 not holding a charge. The battery was tested and found to have two spent cells. The spent cells were cells 11 and 12. All other cells test ok for age of the battery. Drilled out the two spent cells and removed from the battery. Cleaned the battery and installed the two new cells. Cleaned all lead connection points and removed the gases from the battery. Soldered the lead connections back together to complete the battery series. Informed the customer that the battery would need to be put through an equalization charge before use. Informed Eric Guzdek of work that was performed and informed him that the battery may need to be ran through a couple cycles before it is working normal again.					
5	95641-CW	CELL, E110-15, CW TO SHIP	Q	2.00	0.00	663.0000	1326.00
10	LABOR REPAIR MP	REPAIR LABOR MOTIVE POWER	Q	2.00	0.00	126.0000	252.00
15	TRAVEL REPAIR MP	TRAVEL REPAIR MOTIVE POWER	Q	1.00	0.00	126.0000	126.00

Please state with your payment : SLS/42129011
Delivery : PrePaid, EnerSys Expense Frght
Payment : NET 30 DAYS

Goods: 1704.00 Costs: Tax: Total: $ 1704.00

Caution-We are not liable for loss or damage to goods in transit. All claims for loss or damage in transit should be made against carrier within proper time limits.
For applicable products, shipments into CA include a one cent per battery deposit, refundable within 45 days conditioned on the return of a similar battery.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice, it has fully complied with the Fair Labor Standards Act of 1938, as amended. Address correspondence to: EnerSys P.O. Box 14145, Reading, PA 19612-4145 Phone: 610-208-1991

We certify, that to the best of our knowledge and belief, the prices invoiced are in compliance with the Rules and Regulations of the Federal Price

Attachment: Enersys Invoice (RES-2022-436 : Authorization to Pay Vendor)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25673 **RESOLUTION 2022-437** **ADOPTED**

Waterflow Switch Replacement - CRS #3275

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Davis-Ulmer for a waterflow switch replacement at the North Amherst Recreation Center.

4/25/2022
Consent

FINANCIAL IMPACT:

A7143.4220; $1065.00

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

Davis-Ulmer
1 Commerce Drive
Amherst, NY 14228
716.691.3200

DAVIS-ULMER FIRE PROTECTION

February 11th, 2022

Eric Guzdek
North Amherst Rec Center
4415 Millersport Hwy.
East Amherst, NY 14051

RE: Inspection Deficiencies
Inspection Date: 1/27/2022

Dear Eric,

Davis-Ulmer is pleased to provide a proposal to perform the following:

Scope:

- Replace 4" Waterflow Switch that did not operate and did not send Fire Alarm signal to Fire Alarm Panel during testing on 1/27/2022.
- All work will be performed Monday through Friday, 7 am to 3:30 pm (excluding holidays).

We propose the sum of: **$1,065.00** *plus any applicable taxes.*

Clarifications:

- Davis-Ulmer is not responsible for any deficiencies or repairs to existing systems and components in addition to the scope of work listed above.
- Cutting, patching, identification, electrical wiring, fire alarm work, fire watch, scaffolding, and abatement or remediation of hazardous materials is not included.
- P.E. stamped drawings and hydraulic calculations are not included.
- Taxes, permits, and fees are not included.

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.

Davis-Ulmer, for formal bid documents, is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Davis-Ulmer.
Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

DAVIS-ULMER FIRE PROTECTION · BEACH LAKE SPRINKLER FIRE PROTECTION SERVICES · Ellis · ISLAND FIRE LIFE SAFETY CO. · RELIANCE FIRE PROTECTION · Rich FIRE PROTECTION · W & M Fire Protection Services

Davis-Ulmer
1 Commerce Drive
Amherst, NY 14228
716.691.3200

certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if insert company name is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor.

Terms and Conditions

Performance of the work listed above constitutes acceptance of the following terms and conditions:
https://www.davisulmer.com/terms.php

With Appreciation,

Brian Gill
Service Sales
Brian.gill@davisulmer.us

If our quotation is acceptable, please sign below & return to my attention.

_____ _____

Signature Date

PO Number (if required) _____ ☐ Tax Exempt ☐ Capital Improvement

*Please provide all necessary Tax Certificates as soon as possible.

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

Addendum to Contract VENDOR ON SITE Minor

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

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

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

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

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

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

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

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

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) ~~Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.~~ BC
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

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:

Davis - Ulmer
_____
Print Name of Company

By: _____
Signature

Brian Law, Service Manager
Printed name

Date: 4/7/2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

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: Davis-Ulmer

Signature: [signature]

Print Name: Brian Law, Service Manage

Title: _____

Date: 4/7/2022

MICHELLE R. KRZYWICKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KR6287262
Qualified in Erie County
Commission Expires August 05, 2025

Sworn To Before Me This
7 Day of April, 2022
[signature]
Notary Public

Revised 4.2017

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

13.S.2.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE 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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Davis-Ulmer Sprinkler Company, Inc. One Commerce Drive Amherst, NY 14228	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance Company — 16535 INSURER B: AXIS Surplus Insurance Company — 26620 INSURER C: Steadfast Insurance Company — 26387 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W23210360 **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 Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC OTHER:	Y		GLO 8902940-02	12/31/2021	12/31/2022	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 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		BAP 8488453-02	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P-001-000068228-04	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 8902941-02	12/31/2021	12/31/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 5,000,000 $ 5,000,000 $ 5,000,000
C	Contr. Prof (CM) Contr. Poll (Occ) Incl Mold			EOC 5819306-08	12/31/2021	12/31/2022	Each Claim/Agg Each Claim/Agg Combined Policy Agg	$5,000,000 $5,000,000 $5,000,000

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

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

Town of Amherst is included as Additional Insured under the General Liability policy when required by written

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

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The ACORD name and logo are registered marks of ACORD

SR ID: 21955563 BATCH: 2344618

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

POLICY NUMBER: GLO 8902940-02 ENDORSEMENT MAN 001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT - ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket when required by written contract, agreement, or permit and is executed prior to loss.	All projects or locations where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only to the extent of liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

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

POLICY NUMBER: GLO 8902940-02

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The *additional* insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

© Insurance Services Office, Inc., 2012

POLICY NUMBER: BAP 8488453-02

COMMERCIAL AUTO
CA 04 44 10 13

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: API Group, Inc.

Endorsement Effective Date: 12/31/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization when required by written contract, agreement or permit and is executed prior to the loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

© Insurance Services Office, Inc., 2011

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured 716-691-3200 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1750987 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0710179
Davis-Ulmer Sprinkler Co., Inc. One Commerce Drive Amherst, NY 14228 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 8902941-02 3c. Policy effective period 12/31/2021 to 12/31/2022 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 o 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 the 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: Roxanne Klendshoj
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 12/10/2021
(Signature) (Date)

Title: Senior Client Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 952-842-7000

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: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

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)

DAVIS-ULMER SPRINKLER CO., INC.
ONE COMMERCE DRIVE
BUFFALO, NY 14228

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

585-546-3670

1c. Federal Employer Identification Number of Insured or Social Security Number

160710179

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"

LNY616110

3c Policy effective period

01-01-2022 to 12-31-2022

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 01-24-2022 *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: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

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: Davis-Ulmer Waterflow Switch Replacement (RES-2022-437 : Waterflow Switch Replacement - CRS #3275)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25674 **RESOLUTION 2022-438** **ADOPTED**

Kitchen Flooring - Golf Course - CRS #3256

Authorize the Supervisor to sign a contract between the Town of Amherst and Fairway Floor Covering Inc. for removal and replacement of the kitchen floor at the Audubon Golf Course in order to meet code enforcement regulations.

4/25/2022
Consent

FINANCIAL IMPACT:

A7250.4110; $5,711.05

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

Flooring Project Quote Form

Date: 12/2/2021

Contractor name:	

Facility Name: TOWN OF AMHERST MUNICIPAL BUILDING
Address: 5583 MAIN STREET WILLIAMSVILLE NY 14221
Contact name: DANIEL RIZZO
Contact phone #:(716) 631-7102
Project Name: AUDUBON GOLF COURSE CLUB HOUSE KITCHEN

FAIRWAY FLOOR COVERING INC
NYS CONTRACT PC #67773
Contact name: JOE PANTANO
Contact phone # 842-3131
Contact email jpantano@fairwayfloorcovering.com

Materials

Item	Quantity	Unit cost	Extended Amount
INTERFACE TRISEAL PRODUCT NO. -632861	2	125.00	250.00
ARMSTRONG ADHESIVE	1	78.75	78.75
ARMSTRONG VCT	10	56.25	562.50
Total material cost			$891.25

Labor

Item	Quantity	Quoted Unit price	Not to exceed unit price (for reference)	Extended Amount	Man hours to complete task
REMOVAL - EXISTING COVE BASE (LABOR ONLY)	120	0.79	0.79	94.80	
REMOVAL- SHEET VINYL (LABOR ONLY)	350	1.88	1.88	658.00	
FLOOR PREP REMOVAL OF EXISTING COATING, GLUE, MASTIC	350	1.54	1.54	539.00	
FLOOR PREP - (MINOR) SKIM COATING TO 1/8" (MATERIAL & LABOR)	350	1.78	1.78	623.00	
FLOOR PREP -1/4" LUAN (MATERIAL & LABOR)	350	4.20	4.20	1470.00	
INSTALLATION - VCT (ARMSTRONG) (LABOR ONLY)	350	1.96	1.96	686.00	
FURNISH / INSTALL - RESILIENT 4" BASE (STANDARD STYLES)	120	3.50	3.50	420.00	
FURNISH / INSTALL - TRANSITION STRIPS	12	7.00	7.00	84.00	
DISPOSAL - RESILIENT FLOORING (NON-RECYCLABLE) 2-LAYERS	700	0.35	0.35	245.00	
		Total labor cost		$4,819.80	

Total Material cost	891.25
Total labor cost	4819.80
Total shipping cost	
Total Project cost	$5,711.05

Total number of labor hours for the project:
Total prevailing rate (including supplemental:
PRC#_____ (provided by Authorized User)

SUBMITTED BY:
JOSEPH J. PANTANO

FAIRWAY FLOOR COVERING
PROJECT MANAGER

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

Addendum to Contract VENDOR ON SITE Minor

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

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

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

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

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

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

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

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

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

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:

Fairway Flor Covering, Inc.
Print Name of Company

By: _____
Signature

David Dussing
Printed name

Date: 1-19-22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

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: Fairway Floor Covering, Inc.

Signature: _____

Print Name: David Dussing

Title: President.

Date: 1-19-22

Sworn To Before Me This

19th Day of January, 2022

_____

Notary Public

KATHERINE M SCOTT
Notary Public - State of New York
NO. 01SC6313954
Qualified in Erie County
My Commission Expires Oct 27, 2022

Revised 4.2017

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

FAIRW-1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/18/2022

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 716-662-2121 Litwin Castle Insurance Agency 4955 Chestnut Ridge Road Orchard Park, NY 14127	CONTACT NAME: JoAnn N. Litwin PHONE (A/C, No, Ext): 716-662-2121 FAX (A/C, No): 716-662-1733 E-MAIL ADDRESS:
INSURED Fairway Floor Covering Inc 55 N Gates Avenue Lackawanna, NY 14218	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Erie Insurance Company — 113 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Business Owners X Contractual GEN'L AGGREGATE LIMIT APPLIES PER POLICY / X PRO-JECT / LOC OTHER	X		Q27-5120235	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			Q03-5130686	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X / RETENTION $ 10000	X		Q27-5170141	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	INSTALLATION			Q27-5120235	03/01/2022	03/01/2023	INSTALLED & STORED	500,000

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

THE TOWN OF AMHERST IS NAMED AS AN ADDITONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joann Litwin

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 161597369

HAMOND SAFETY MANAGEMENT LLC
6800 JERICHO TURNPIKE
SUITE 105W
SYOSSET NY 11791

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
FAIRWAY FLOOR COVERING INC 55 NORTH GATES AVE LACKAWANNA NY 14218	TOWN OF AMHERST 5583 MAIN STREET AMHERST NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 2051 834-6	164139	01/01/2022 TO 01/01/2023	11/22/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2051 834-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 891171007

0000000000098802260

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
FAIRWAY FLOOR COVERING INC

55 NORTH GATES AVENUE
BUFFALO, NY 14218

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
716-646-6870

1c. Federal Employer Identification Number of Insured or Social Security Number
161597369

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL177149

3c. Policy effective period
02/01/2022 to 01/31/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/18/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Fairway Flooring - Golf Course (RES-2022-438 : Kitchen Flooring - Golf Course - CRS #3256)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25677 **RESOLUTION 2022-439** **ADOPTED**

CPO Training

Authorize Connor Geraci to attend Certified Pool Operator Training in North Tonawanda, NY on May 17-18, 2022. Also authorize use of a town vehicle.

4/25/2022
Consent

FINANCIAL IMPACT:

A 7141.4120: $350.00

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 12/22/2021*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Connor Geraci	**9521**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/17/2022	**5/18/2022**	**No. Tonawanda, NY**	**Attend Certified Pool Operator training**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585	Town vehicle		
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @			
Meals:			
IRS Per Diem Per Day			
1st & Last Day of Travel @75%			
# Breakfasts @			
# Breakfasts @			
# Lunches @			
# Lunches @			
# Dinners @			
# Dinners @			
# Incidentals @			
Registration/Conference Fee	**$350.00**	A 7141.4120	
Other			
Subtotal	**$350.00**		N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	**$350.00**		

Request Approved By:

Mary Diana Rulli

Department Head Signature

April 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 :

Date of Town Board Approval

Attachment: CPO Training (RES-2022-439 : CPO Training)

Pool Operator Training

Cart: 1

New for 2022 "In-Class," personal instruction, though we are offering some "Virtual" classes.
That being said, last minute "guideline" changes may result in a "Classroom" class being offered as a "Virtual" one.
For current information of classes, availability, and pricing please refer to the Upcoming Classes.

Upcoming Classes

Please note:

1. *From the time you register to the time you receive your certificate, this process can be a very "communication intensive" course so please be sure to complete the registration form completely with all information including an email you check daily and cell phone number.*
2. *Dates are listed below.*
3. *Classes begin each day at 8:00 am.*
4. *Once registered, and approximately 14 days prior to class, you will receive the textbook, "Welcome Letter" (with all the specifics about the class such as class location, what to expect, what to bring to class, etc.), and study guides mailed to your home via US Priority Mail.*
5. *For Virtual course students, shortly thereafter you will receive an email with instructions and links to access the Zoom class sessions and a Username/Login ID and password to access the online exam.*
6. *Be sure to read everything you receive promptly and thoroughly. If there is something you do not understand call us at 716-830-8865 immediately.*

CPO May 17 & 18, 2022-- Buffalo, NY (In-Person)	CPO April 7 & 8, 2022-- Syracuse, NY (In-Person)	CPO April 28 & 29, 2022-- Rochester, NY (In-Person)	CPO May 5 & 6, 2022-- virtually via Zoom	CPO October 5 & 6, 2022-- Syracuse, NY (In-person)
$350.00	$350.00	$350.00	$350.00	$350.00
Add to Cart	Out of Stock	Out of Stock	Out of Stock	Add to Cart

575 Christiana Street · North Tonawanda, NY 14120-6203 · 716.830.8865 · info@pooloptraining.com

Classroom based educational and certification courses offered by the National Swimming Pool Foundation®, primarily the Certified Pool Operator® course. Pool operator certification is required by law in most states in the USA as a means to provide training in the safe, sanitary and cost effective operation of swimming pools to pool owners, operators and managers. Courses will be offered in a classroom setting, while online course training access codes can be provided for the CPO course and other related certification and compliance courses. Web host: wix.com

Attachment: CPO Training (RES-2022-439 : CPO Training)

Pool Operator Training

Cart:

New for 2022 "In-Class," personal instruction, though we are offering some "Virtual" classes.
That being said, last minute "guideline" changes may result in a "Classroom" class being offered as a "Virtual" one.
For current information of classes, availability, and pricing please refer to the Upcoming Classes.

CPO® Classes

For 2022, we will be offering two class formats--"In-class" and virtual (via Zoom™).

Register for CPO® Classes

#1: Full Two-Day CPO Classroom Course

Pre-requisites: None

#2: Full Two-Day CPO Virtual/Course

Pre-requisites: Without the items below, you **MAY NOT** participate in the class.
You **MUST HAVE** the following:

1. **Laptop or PC**--(Zoom app may need to be downloaded) with:
   - *Web cam*
   - *Speaker*
   - *Microphone*

   They must be fully functional the entire class, as we each need to see, hear, & speak to each other.
2. **Internet Access**--Stable, strong internet connection for the entire class
3. **Email Address*--**To receive course information, Zoom links to enter the "classroom," and take the exam

**Your email must be one you check daily as instructions will be sent by email in addition to those sent with in the mail.*

Length: 14 to 16 hours, over two days via Zoom; software will need to be downloaded. You must be present the entire course.

Cost: $350 Early Registration (Add $25 if registration received less than 21 days prior to class.)

Special Considerations for Virtual/Zoom Courses:

1. Tablets, ChromeBooks, iPads are not allowed to be used—only (PC) laptops or workstations.
2. If there is any doubt regarding your network stability, or if you cannot set up and configure a computer or perform basic computer tasks or transactions, please have someone on-site throughout the course, including during the exam or consider an "in-class" class.
3. Preferred browsers: Microsoft Edge, Internet Explorer, Firefox, Chrome.
4. Be sensitive of your testing environment. If in a business setting be certain your business firewall and workstation conform to testing requirements as the testing proctoring/testing company, PeopleCert, will attempt to download and install a secure browser.

CPO® Blended Learning

(The online Pool Operator Primer™ course and an "in-class" Pool Operator Fusion™ session (virtually via Zoom)

POOL OPERATOR Primer + POOL OPERATOR Fusion = CPO Certification

Call us at 716-830-8865 prior to registering for the "Blended" course!

Component #2 · Pool Operator Fusion™ (via Zoom)

Attachment: CPO Training (RES-2022-439 : CPO Training)

Component #1: Pool Operator Primer™ (POP™ (Online course) This class does not earn certification!

Pre-requisites: Pool Operator Primer™ (Discount Code Also Zoom class requirements above.

Length: Varies as this portion is completed at your own pace.

Note: Once the eight section online Pool Operator Primer™ course is successfully completed (you do have to score 100% on each section of it or you will need to retake the section), you have six months to successfully complete the Pool Operator Fusion™ course in order to become certified as a Certified Pool/Spa Operator®.

When you have completed the Primer™ course, you must print out and present a copy of the Primer™ Online Course Completion Certificate at the Fusion™ class (the second day of a two day class) and successfully pass the exam in order to earn certification.

Prerequisites: Successful completion of the online, POP™ Course, completed at your own pace

Length: 8 to 9 hours by enrolling in the second day of a two-day class via Zoom or In-Class, Pool Operator Fusion™ course.

Cost: $375 (TOTAL for both components)
$400 if registration is received less than 21 days prior to class.)

Course fee includes:

- Access to online course material and class instruction
- Processing fee
- Phone or e-mail post class trouble shooting assistance on topics pertaining to course content

Note: Certification is earned once you successfully complete the Pool Operator Primer™ and Pool Operator Fusion™ segments. The exam is administered at the end of the second day of class.

Review Class

There are two options for review of the material. You may either enroll in, 1) a full CPO® course, or, 2) the Fusion™ course which would require completing the Pool Operator Primer™.

Regardless of the course format, certification, is contingent on the following:

- Providing proof of successfully completing any pre-requisites. This includes the Pool Operator Primer™ course if one is planning on enrolling in a Pool Operator Fusion™ course.
- Being present for all virtual, classroom sessions.
- Being actively engaged in the learning process, offering feedback and asking questions.
- Answering correctly a minimum of 37 of 50 questions (~75%) on the open book final exam.

What to Expect at Class

Keep in mind the following regarding the class itself:

- Admission will only be granted to individuals who have registered and paid for the class prior to the first day of class.
- Upon entering the classroom each day, after lunch breaks and upon handing in your exam, a state issued photo ID must be presented.
- Calculators (non-programmable) will only be permitted to be used at the exam. Cellphones, smart phones, tablets, or computers cannot be permitted.
- Course fees do not include lunch.
- We do our best to find comfortable facilities in which to hold classes. Some classrooms can have wide ranging temperatures so dress appropriately.

575 Christiana Street · North Tonawanda, NY 14120-6203 · 716.830.8865 · info@pooloptraining.com

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Attachment: CPO Training (RES-2022-439 : CPO Training)

Pool Operator Training

Cart:

New for 2022 "In-Class," personal instruction, though we are offering some "Virtual" classes.
That being said, last minute "guideline" changes may result in a "Classroom" class being offered as a "Virtual" one.
For current information of classes, availability, and pricing please refer to the Upcoming Classes.

Frequently Asked Questions...

General Course and Certificate Information

Q: How can I best prepare for any of the pool operator courses?
A: First, register early—that way you can assure yourself of a place in the class. You will receive the Pool/Spa Operator Handbook® and other study materials approximately 14 days prior to the first day of the course. (Keep in mind that your likelihood of success increases with pre-course study. While we cannot guarantee success, we recommend one hour of study per each hour of class time.)

Use the handbook and materials - they're yours. Mark them up, highlight key portions of the chapters, and place "sticky notes" on key pages. Realize, that as much as you have to "know," a great deal of information for the final exam, is dependent on how familiar you are with the book and your ability to find the answers in the book and in any notes you may have taken!

Q: How long is the course?
A: The course is approximately 16 hours, over two days. More "demanding" material is on the first day allowing time to study that information that night. The second day is spent completing the remainder of the course and taking the final exam.

Q: Tell me about the exam? What's it like?
A: The exam is an open book exam. You are permitted to refer to all materials including the textbook, notes and handouts from the class. Since this is an open book exam, there is no second exam or "retakes." To successfully complete the exam, you must answer correctly a minimum of 37 questions out of 50 (75%) for certification.

You must bring a calculator to class which can be used during the exam.
Cellphones, smart phones, tablets or computers are not permitted.

Q: For how long is the pool operator certification valid?
A: Certification is valid for five years.

Q: How can I renew my certification?
A: You must complete a review class prior to your current certification expiring or take a full course prior to or after expiration. You may also enroll in a full course or take the blended learning course in which you take the Pool Operator Primer™, (online course) and the Pool Operator Fusion™, the second day of a 2-day classroom course. Click here for more information.

Q: How will I receive my certification?
A: It will be sent to the email you provided at registration within four to six weeks.

Registration

Q: How do I pay?
A: We accept credit cards only on this website and checks that are mailed to our office. All information is available on the Registration Page.

If paying with a PO, and you need a copy of our vendor W-9 form, email us.

Registration form and the PO must be received by the early bird deadline to receive early bird pricing. See Registration for more information.

Q: What is the cost of the course?
A: $350 if you register early—21 days or more prior to the first day. If late, an additional $25 late registration fee will be assessed.

The cost of the blended learning course (Pool Operator Primer™ and Pool Operator Fusion™) is $375. Call prior to registering.

Q: Is this course available online?
A: Yes. Click here to learn more about the blended learning (online and classroom option.)

Q: What if I cannot attend the class?
A: Cancellations, Refunds and Credit information can be found in the CART.

Locations, Lodging and Travel

Q: What if I need to travel, are lodging and directions available?
A: Contact us at info@pooloptraining.com.

Other Courses

Q: What other types of classes do you offer?
A: Pool Operator Training has access to many, many other aquatics and compliance courses available in an online format. Courses such as:

- **Aquatic Management** related courses including courses in Aquatic Risk Management, Recreational Water Illnesses, Aquatic Facility Audits, Emergency Response, and Aquatic Play Features.

- **Compliance Training Courses** including courses in Occupational Safety, Healthcare, Environmental Management, Electrical Safety (NFPA 70E), Department of Transportation and Employment Law courses to name a few.

Attachment: CPO Training (RES-2022-439 : CPO Training)

E-mail us for more information!

Q: Does my state (or county or municipality) require a certified pool operator?

A: The easiest answer to this is to refer to your local or state health department--some of these are on our Resources.

Policies, Terms and Conditions

By submitting your registration form, you are agreeing with all of these Policies, Terms and Conditions that you will find in the CART and other regstration conditions elsewhere on this site.

Submission of the registration is binding, and all course fees are non-refundable unless a cancellation request is submitted and received by Pool Operator Training.

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Attachment: CPO Training (RES-2022-439 : CPO Training)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Eric Guzdek**
Co-Sponsored by:

DOC ID: 25675 **RESOLUTION 2022-440** **ADOPTED**

Travel Authorization

Authorize Eric Guzdek, Marc Bellacose, Brian Bush and Brad Waltz to travel to Montreal, Canada on May 3-4, 2022 to meet with representatives from CIMCO to discuss the new CO2 ice plant. Also authorize the use of a town vehicle.

4/25/2022
Consent

FINANCIAL IMPACT:

A 7253.4040: $1,652.20

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
Eric W. Guzdek	4327	Youth & Rec	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/3/2022	5/4/2022	Montreal, CA	Meeting with representatives from CIMCO to discuss new CO2 Ice Plant. Tour similar facility to the Northtown Center that operates with CO2 Ice Plant

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
1 # nights @ $200.00	$200.00	A7253-4040	
Meals:			
IRS Per Diem Per Day $117.00			
1st & Last Day of Travel @75%			
2 # Breakfasts @ $13.50	$27.00	A7253-4040	
2 # Lunches @ $21.75	$43.50	A7253-4040	
2 # Dinners @ $35.25	$70.50	A7253-4040	
2 # Incidentals @ $17.25	$34.50	A7253-4040	
Registration/Conference Fee			
Other			
Subtotal	$375.50		N/A
Contingency - 10% of subtotal or $200	$37.55		N/A
TOTAL	$413.05		

Request Approved By:

Mary Diana Rice

Department Head Signature

April 18, 2022

Date

Town Board :

Date of Town Board Approval

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

Attachment: Request for Travel (RES-2022-440 : Travel Authorization)

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
Marc Bellacose	**7223**	**Engineering**	**(716) 631-7154**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/3/2022	**5/4/2022**	**Montreal, CA**	**Meeting with representatives from CIMCO to discuss new CO2 Ice Plant. Tour similar facility to the Northtown Center that operates with CO2 Ice Plant**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
1 # nights @ **$200.00**	**$200.00**	A7253-4040	
Meals:			
IRS Per Diem Per Day **$117.00**			
1st & Last Day of Travel @75%			
2 # Breakfasts @ **$13.50**	**$27.00**	A7253-4040	
2 # Lunches @ **$21.75**	**$43.50**	A7253-4040	
2 # Dinners @ **$35.25**	**$70.50**	A7253-4040	
2 # Incidentals @ **$17.25**	**$34.50**	A7253-4040	
Registration/Conference Fee			
Other			
Subtotal	**$375.50**		N/A
Contingency - 10% of subtotal or $200	**$37.55**		N/A
TOTAL	**$413.05**		

Request Approved By:

Mary Diana Bruni

Department Head Signature

April 18, 2022

Date

Town Board :

Date of Town Board Approval

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

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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
Brian Bush	**9568**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/3/2022	**5/4/2022**	**Montreal, CA**	**Meeting with representatives from CIMCO to discuss new CO2 Ice Plant. Tour similar facility to the Northtown Center that operates with CO2 Ice Plant**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
1 # nights @ **$200.00**	**$200.00**	A7253-4040	
Meals:			
IRS Per Diem Per Day **$117.00**			
1st & Last Day of Travel @75%			
2 # Breakfasts @ **$13.50**	**$27.00**	A7253-4040	
2 # Lunches @ **$21.75**	**$43.50**	A7253-4040	
2 # Dinners @ **$35.25**	**$70.50**	A7253-4040	
2 # Incidentals @ **$17.25**	**$34.50**	A7253-4040	
Registration/Conference Fee			
Other			
Subtotal	**$375.50**		N/A
Contingency - 10% of subtotal or $200	**$37.55**		N/A
TOTAL	**$413.05**		

Request Approved By:

Mary Diana Bush

Department Head Signature

April 18, 2022

Date

Town Board :

Date of Town Board Approval

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

Attachment: Request for Travel (RES-2022-440 : Travel Authorization)

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
Brad Waltz	**7112**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/3/2022	**5/4/2022**	**Montreal, CA**	**Meeting with representatives from CIMCO to discuss new CO2 Ice Plant. Tour similar facility to the Northtown Center that operates with CO2 Ice Plant**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
1 # nights @ **$200.00**	**$200.00**	A7253-4040	
Meals:			
IRS Per Diem Per Day **$117.00**			
1st & Last Day of Travel @75%			
2 # Breakfasts @ **$13.50**	**$27.00**	A7253-4040	
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2 # Incidentals @ **$17.25**	**$34.50**	A7253-4040	
Registration/Conference Fee			
Other			
Subtotal	**$375.50**		N/A
Contingency - 10% of subtotal or $200	**$37.55**		N/A
TOTAL	**$413.05**		

Request Approved By:

Mary Diana Brui

Department Head Signature

April 18, 2022

Date

Town Board :

Date of Town Board Approval

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

Attachment: Request for Travel (RES-2022-440 : Travel Authorization)

Pouli, Mary-Diana

From: Guzdek, Eric
Sent: Monday, April 18, 2022 10:32 AM
To: Pouli, Mary-Diana
Cc: Waltz, Brad; Bush, Brian; Bellacose, Marc
Subject: Request for Travel - Montreal
Attachments: Brad Waltz.xls; Brian Bush.xls; Eric Guzdek.xls; Marc Bellacose.xls

Importance: High

Mary Diana,

Please find the attached requests for travel for myself, Brad Waltz, Brian Bush and Marc Bellacose. We are requesting travel to Montreal, Canada to meet with representatives from CIMCO to discuss the CO2 Ice Plant and tour a facility similar to the Northtown Center that is currently using the CO2 technology. We will travel on Tuesday and meet with representatives on Tuesday upon arrival. On Wednesday we will tour the facility and meet with CIMCO to review final questions then travel home. We are requesting the use of a Town vehicle.

Marc Bellacose will be requesting approval from Jeff Burroughs but I would like to submit the requests together using Northtown Center account numbers.

The request for funding was calculated using the IRS Per Diem rates at 75% for the first and last day of travel. The $117 from M&IE Breakdown was from the State Department as they set travel rates to foreign countries.

The breakdown is as follows:

Breakfast	$18.00
Lunch	$29.00
Dinner	$47.00
Incidentals	$23.00

The total estimated request is $1,652.20 using an estimate of $200 for lodging and then the 10% overall contingency as well.

The request will need to be submitted for approval at the April 25, 2022 Town Board meeting for travel the next week.

Please let me know if you have any questions. Thank you!

Regards,

Eric

Eric W. Guzdek

Eric W. Guzdek, CIRM
Recreation Specialist
Town of Amherst Youth & Recreation Department
Northtown Center at Amherst – General Manager
1615 Amherst Manor Drive
Williamsville, NY 14221

Attachment: Request for Travel (RES-2022-440 : Travel Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25672 **RESOLUTION 2022-441** **ADOPTED**

Summer Concert - CRS #3279

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the American Legion Band of the Tonawandas for a concert at Bassett Park on July 27, 2022.

4/25/2022
Consent

FINANCIAL IMPACT:

A7142.4150; $900.00

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

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

16 March 2022

David Abrahamian
American Legion Band of the Tonawandas
241 Sunrise Boulevard
Williamsville, NY 14221

Dear David Abrahamian, American Legion Band of the Tonawandas,

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that our sound technician can contact you closer to your date of performance: Dave Abrahamian cell phone: 716-471-7313.

American Legion Band of the Tonawandas agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

Date:	Wednesday, July 27, 2022
Time:	7:00-9:00 p.m.
Location:	Bassett Park Amphitheater with rain site of Clearfield Community Center
Fee:	$900.00 (check payable to American Legion Band of the Tonawandas)
Breaks:	One (1) ten minute break

Attachment: American Legion Band of the Tonawandas - Summer Concert (RES-2022-441 : Summer Concert - CRS #3279)

Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* David Abrahamian
Name

3/31/2022
Date

David Abrahamian
Title President

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

Attachment: American Legion Band of the Tonawandas - Summer Concert (RES-2022-441 : Summer Concert - CRS #3279)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25691 **RESOLUTION 2022-442** **ADOPTED**

Summer Concert - Bobby Militello - CRS #3281

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and BMCE, Inc. for a concert to be performed at Bassett Park on August 3, 2022.

4/25/2022
Consent

FINANCIAL IMPACT:

A 7142.4150; $1,200.00

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

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

13 April 2022

Robert Militello
Bobby Militello Quartet
99 Coniston
Amherst, NY 14226

Dear Robert Militello, Bobby Militello Quartet,

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that our sound technician can contact you closer to your date of performance: Bobby Militello 716-400-9221.
In the event of rain, the performer/group has to supply its own sound system.

BMCE, Inc. agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

Date:	Wednesday, August 3, 2022
Time:	7:00 – 9:00 p.m.
Location:	Bassett Park Amphitheater with rain site of Clearfield Community Center
Fee:	$1,200.00 (Check payable to BMCE, Inc.)
Breaks:	One (1) ten minute break

Attachment: BMCE (RES-2022-442 : Summer Concert - Bobby Militello - CRS #3281)

Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A/, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

*Robert P. Militello _____ _____4/14/2022_____
Name Date

__For BMCE, Inc. by Robert Militello Pres.____
Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

_____

_____

_____

_____

Town of Amherst:

_____ _____
Brian J. Kulpa, Supervisor Date

Attachment: BMCE (RES-2022-442 : Summer Concert - Bobby Militello - CRS #3281)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
DOC ID: 25698

COMMUNICATION 2022-33 **REFERRED**

Letter from Ciminelli Real Estate Corporation

Letter from Erik Wagner of Ciminelli Real Estate Corporation.

4/25/2022
Referred to Town Attorney & Planning.

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

Ciminelli
REAL ESTATE CORPORATION

April 19, 2022

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Request to Amend Section 7-1-6A of the Zoning Code
Roswell Park Project – 203 Park Club Lane

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted to request that the Town Board consider an amendment of Section 7-1-6A of the Zoning Code for the purpose of reducing the minimum number of required off-street parking spaces for office and medical office projects in the Town of Amherst to 3.5 per 1,000 net square feet of building size. A copy of Section 7-1 of the Zoning Code (titled "Off-Street Parking, Loading and Stacking") is attached as Exhibit "1". The proposed modified parking standard is consistent with the parking standard established by the Town Board for the various mixed-use districts adopted on September 3, 2019. The range of allowable uses in the mixed-use districts is very broad and includes medical office projects such as the Roswell Park Project that is currently under construction at 203 Park Club Lane.

The primary reason a request to amend Section 7-1-6A of the Zoning Code is being sought at this time is due to an issue that would arise in connection with the Roswell Park Project at 203 Park Club Lane. A portion of the overall Project Site is subject to a ground lease with M&T that it has the right to terminate. If this occurred, this would leave the project without an adequate number of off-street parking spaces per the current parking standard in Section 7-1-6A of the Zoning Code.

We are respectfully requesting that the Town Board consider the requested amendment of Section 7-1-6A of the Zoning Code during its meeting to be held on Monday, April 25th at 7:00 p.m.

Sincerely,

Erik Wagner
Development Manager

Enc.
cc: Jacqualine Berger, Deputy Supervisor
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Assistant Planning Director
Paul Ciminelli, Ciminelli Real Estate Corp.
James Gottstine, Ciminelli Real Estate Corp.
William Hovey, R.A., LaBella
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

Exhibit 1

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

§ 7-1. Off-Street Parking, Loading and Stacking

7-1-1. **Purpose.** Off-street parking, loading and stacking requirements and regulations are established in order to achieve the following purposes:

A. To relieve congestion so that streets can be utilized more fully for movement of vehicular traffic;

B. To promote the safety and convenience of pedestrians and shoppers by locating parking areas so as to lessen car movements in the vicinity of intensive pedestrian traffic;

C. To protect adjoining residential neighborhoods from on-street parking;

D. To promote the general convenience, welfare and prosperity of business, service, research, production and manufacturing developments which depend upon off-street parking facilities;

E. To insure that parking facilities are designed with careful regard to orderly arrangement, topography, landscaping and ease of access and developed as an integral part of an overall site design; and

F. To provide regulations and standards for the development of off-street parking, loading and stacking facilities in accordance with the objectives of the Comprehensive Plan.

7-1-2. **Scope of Regulations.** Off-street parking, loading and stacking facilities shall be provided as a condition precedent to occupancy of all buildings:

A. Whenever a new building is constructed or new use established;

B. Whenever an existing building is altered and there is an increase in the number of building units, seating capacity or floor area of the building; and

C. Whenever an existing building is changed to a more intensive use requiring more off-street parking, loading or stacking facilities.

7-1-3. **Continuation of Facilities.** Off-street parking, loading and stacking facilities in existence on May 23, 2006 and those required shall be continued and maintained in operation and shall not be reduced below the requirements of this Ordinance during the period that the principal use is maintained, unless an

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

equivalent number of spaces shall be provided for said use in another location. The Zoning Enforcement Officer shall review the provision of parking spaces, however the parking lot itself shall be reviewed in accordance with § 8-7. **[Amended 3-4-2019 by L.L. No. 6-2019]**

7-1-4. **Rules for Computing Requirements.**

A. **Fractional Requirements.** When units of measurement used in computing the number of required off-street parking, loading and stacking spaces result in the requirements of a fractional space, the nearest whole number of off-street parking spaces shall be required.

B. **Employees.** Whenever parking requirements are based on the number of employees, it shall mean the maximum number of employees on duty on the premises at one time or any two successive shifts, whichever is greater.

C. **Net Floor Area.** For the purpose of calculating the minimum requirements for off-street parking, net floor area shall be calculated according to the following:

(1) For a single story, single tenant building — 90 percent of gross floor area.

(2) For a multistory, single tenant building — 80 percent of gross floor area.

(3) For a single story, multiple tenant building — 85 percent of gross floor area.

(4) For a multistory, multiple tenant building — 75 percent of gross floor area.

D. **Seating Capacity.** The number of seating units installed or indicated on the plans, in restaurants and areas devoted to dining, shall not be less than one unit per 15 square feet of floor area; where units are not indicated on the plan, it shall be assumed that seating units will be provided at a ratio of one for each 10 square feet of floor area. Floor area constitutes the actual area of the assembly space not including accessory unoccupied space nor the thickness of walls.

E. **Parking for Single- and Multi-Use Buildings or Sites.**

(1) A building occupied by one use shall provide the off-street parking spaces as required for the specific use. A building

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

or group of buildings occupied by two or more uses, operating normally during the same hours, shall provide spaces for not less than the sum of the spaces required for each use.

(2) For a shopping center, parking spaces shall be provided for the total net floor area of the building or buildings as set forth in the Schedule of Parking Requirements below, instead of the requirements based on each separate use. **[Amended 4-12-2010 by L.L. No. 2-2010]**

F. **Unlisted Uses.** Upon receiving a development permit application for a use not specifically listed in the Schedule of Parking Requirements, the Commissioner of Building shall apply the off-street parking standard specified for the listed use that is deemed most similar to the proposed use or require a parking study in accordance with § 7-1-7, Alternative Parking Plan.

7-1-5. **No Reduction Below Requirement.** Existing parking and loading spaces may not be reduced below the requirements established in this Section without approval of an Alternative Parking Plan by the Zoning Enforcement Officer. Any change in use that increases applicable off-street parking or loading requirements will be deemed a violation of this Code unless parking and loading spaces are provided in accordance with the provisions of this Section. **[Amended 3-4-2019 by L.L. No. 6-2019]**

7-1-6. **Schedule of Parking Requirements.**

A. **Minimum Parking Requirements.** Off-street parking facilities shall be provided in quantities not less than set forth in the following schedule: **[Amended 2-4-2008 by L.L. No. 1-2008]**

Schedule of Parking Requirements	
OPEN USES	**Required Parking Spaces**
Agricultural use	1 per 2 employees on maximum shift
Resource extraction	1 per 2 employees on maximum shift
RESIDENTIAL USES	**Required Parking Spaces**
Attached dwelling	2 per dwelling unit

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

Schedule of Parking Requirements	
Dormitory, fraternity, sorority house	1 per 2 occupants
Manufactured home	2 per dwelling unit
Single-family detached dwelling	2 per dwelling unit, plus 1 per auxiliary unit
Two-family	2 per dwelling unit
PUBLIC AND CIVIC USES	**Required Parking Spaces**
Adult care facility	1 per employee, plus 1 per 3 units
Auditoriums, gymnasiums, theaters, public assembly not otherwise listed	1 per 3 seats or per 3 persons of posted capacity if permanent seats are not installed
Boardinghouse	1 per employee, plus 1 per bed
Cemetery, columbaria, mausoleum, memorial park	1 per 50 internment plots
Community residential facility, group home	1 per employee (minimum of 2 spaces for community residences and 5 for intermediate care facility), plus 2 per facility vehicles, plus 1 per client vehicle, plus 4 visitor spaces
Community service	1 per 200 sf
Convalescent or nursing home, dwellings for elderly persons (65 or older)	1 per 3 beds, plus 1 per employee
Day care center, child	1 per employee plus 1 per 8 persons of licensed capacity
Hospital	1 per bed, including emergency room and ambulatory surgery, plus 1 per employee
Medical office or medical facility not otherwise listed	1 per 150 sf **[Amended 1-16-2007 by L.L. No. 2-2007]**

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

Schedule of Parking Requirements	
Parks or open space not otherwise listed	2 per acre, plus 1 per 250 sf of park building
Passenger terminal	1 per 300 sf
Place of worship	1 per 3 seats or per 3 persons of posted capacity if permanent seats are not installed
Public and semi-public buildings	1 per 200 sf floor area devoted to office use
School, nursery or primary	2 per classroom or as required for assembly areas, whichever is higher
School, post-secondary	1 per 2 classroom seats, plus spaces required for assembly area
School, secondary	1 per classroom, plus spaces required for assembly area
Social service institution	1 per 2 employees on maximum shift, plus 1 per 3 beds
Taxi dispatch center	1 per employee, plus 2 visitor spaces
Telecommunication facility	1 per service vehicle
Utility, minor	None
Utility not otherwise listed	1 per facility, plus 1 per 250 sf, plus 1 per fleet vehicle
COMMERCIAL USES	**Required Parking Spaces**
Athletic, swim or health club	1 per 2 persons of posted maximum capacity
Bowling alley	6 spaces per alley
Call center	1 per 100 sf
Car wash	1 space per 3 employees on maximum shift, plus 3 spaces per stall
Conservation, archery and gun clubs	Minimum 10 spaces

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

Schedule of Parking Requirements	
Dance, art, music or photo studio or classroom	1 per 75 sf of gross floor area devoted to activity
Funeral home or mortuary	20 per parlor
Go-cart track	2 per cart plus 1 per 60 sf of waiting area
Golf course	3 per hole, minimum 10 spaces
Golf driving range	1 per driving stall, plus spaces as required for retail activities
Hair, tanning, and other personal care services	2 per chair or operating station
Hotels, motels, tourist houses	1 space per room, plus 1 per 6 seats in restaurant/bar area, plus 1 per 5 persons of posted capacity in conference or meeting room
Indoor recreation not otherwise listed	1 per 250 sf of floor area devoted to activity, plus 1 per 3 seats or 3 persons of posted capacity if there are no seats
Miniature golf	1 per hole, plus spaces required for assembly space
Office, professional or not otherwise listed	1 per 200 sf of net floor area
Outdoor recreation fields (Football, soccer, baseball, bocce ball, etc.)	1 per 3 seats or per 3 recreation participants
Parking, commercial	1 space per employee on the maximum shift
Restaurant, take-out only	1 per 10 sf of take-out floor area **[Amended 4-12-2010 by L.L. No. 2-2010]**
Restaurant, bar, banquet hall, and dining area	1 per 3 seats, plus 1 per 100 sf for customer area or takeout

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

Schedule of Parking Requirements	
Retail sales and service not otherwise listed, not exceeding 2,000 square feet	7 per 1,000 sf of net floor area, minimum 5 spaces
Retail sales and service not otherwise listed, over 2,000 but less than 25,000 square feet	5.5 per 1,000 sf of net floor area
Shopping center and retail sales and service not otherwise listed (25,000 to 200,000 square feet)	5 per 1,000 sf of net floor area, plus 1 per 5 seats in sit-down restaurants and theaters
Shopping center and retail sales and service not otherwise listed (200,000 to 600,000 square feet)	5 per 1,000 sf of net floor area, plus 1 per 5 seats in theaters
Shopping center and retail sales and service not otherwise listed (over 600,000 square feet)	5.5 per 1,000 sf of net floor area
Swimming pool, club or spa	1 per 50 sf of gross floor area and pool area devoted to activity
Tennis club	3 per court
Self-service storage	1 per 5,000 sf of area devoted to storage
Vehicle repair	5 spaces per bay plus 1 space per employee
Vehicles sales or rental	2 per 300 sf of gross floor area plus 1 per 2 employees on maximum shift
Vehicle service, limited (Automobile collision and repair shop)	2 spaces per bay, rack, stall or pit with a minimum of 6 spaces
Vehicle sales and service not otherwise listed	1 per employee, plus 1 per 200 sf
INDUSTRIAL USES	**Required Parking Spaces**

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

Schedule of Parking Requirements	
Automobile junkyard	1 space per 2 employees on the maximum shift plus 10 spaces for customer parking
Industrial, heavy	1 space per employee
Industrial service, light	1 space per employee
Warehouse and storage occupancies	1 per 1,000 sf of gross floor area or 1 space per employee, whichever is greater
Waste-related service not otherwise listed	1 space per 2 employees plus 1 space per vehicle used in operation
Wholesale trade	1 space per employee

7-1-7. **Alternative Parking Plan.** An alternative parking standard may be approved by the Zoning Enforcement Officer for specific developments or uses that are deemed to require a different amount of parking than the standards shown in the Schedule of Parking Requirements. The Zoning Enforcement Officer shall establish conditions necessary to assure the adequacy of future on-site parking when approving an alternate parking standard. Potential alternative parking plan approaches and specific regulations are described below. In the event that the Zoning Enforcement Officer determines that one of the following alternative approaches produces an inadequate number of parking spaces, the Zoning Enforcement Officer may require the provision of additional parking or may limit the occupancy of the subject building to the extent that the existing number of parking spaces is adequate. The Zoning Enforcement Officer shall have the authority to require a revised study and analysis should conditions change that may result in a change in site parking conditions. **[Amended 3-4-2019 by L.L. No. 6-2019]**

A. **Parking Study Option.** Parking studies may be required for specific uses that have characteristics that reduce the accuracy of standard requirements. Additionally, as an alternative, petitioners for uses that appear on the requirements table may choose to conduct a parking study to determine appropriate parking requirements. Many uses have widely varying parking demand characteristics, making it difficult to specify a single off-street parking standard. This option is intended to allow development to meet vehicle

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

parking and transportation access needs by means other than providing parking spaces on-site in accordance with the Schedule of Parking Requirements.

(1) **Parking Study.** A petitioner may submit a parking study that provides justification for the number of off-street parking spaces proposed in a new development or expanded use if the proposed number does not meet the requirements of the Schedule of Parking Requirements above. A parking study shall include estimates of parking demand based on recommendations of the Institute of Traffic Engineers (ITE), or other acceptable estimates as approved by the Zoning Enforcement Officer, and should include other reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use. Comparability will be determined by density, scale, bulk, area, type of activity, and location. The study shall document the source of data used to develop the recommendations.

(2) **Eligible Alternatives.** A number of specific parking and access alternatives may be considered, including off-site, shared or valet parking or the proximity of public transportation. The Zoning Enforcement Officer shall be authorized to consider and approve any alternative to providing off-street parking spaces on the site of the subject development if the petitioner demonstrates to the satisfaction of the Commissioner of Building that the proposed plan shall result in an equivalent or better situation with respect to surrounding neighborhoods, town-wide traffic circulation or urban design than would strict compliance with otherwise applicable off-street parking standards.

(3) **Review by Zoning Enforcement Officer.** The Zoning Enforcement Officer shall review the parking study and any other traffic engineering and planning data relevant to the establishment of an appropriate off-street parking standard for the proposed use. After reviewing the parking study, the Zoning Enforcement Officer shall establish a minimum off-street parking standard for the proposed use.

B. **Off-Site Parking.** Off-street parking spaces may be located on a separate lot from the lot on which the principal use is located if approved by the Zoning Enforcement Officer and if

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

the off-site parking complies with the all of following standards.

(1) **Ineligible Activities.** Off-site parking may not be used to satisfy the off-street parking standards for residential uses (except for guest parking) or convenience stores. Required parking spaces reserved for persons with disabilities shall not be located off-site.

(2) **Location.** No off-site parking space may be located more than 500 feet from the primary entrance of the use served unless shuttle bus service is provided to the remote parking area. Off-site parking may not be separated from the use that it serves by a street right-of-way with a width of more than 80 feet, unless a grade-separated pedestrian walkway is provided, or other traffic control or shuttle bus service is provided to the remote parking area. The noncontiguous lot shall contain an allowable principal use for the zoning district in which it is located.

(3) **Zoning Classification.** Off-site parking areas serving uses located in nonresidential zoning districts shall be located in nonresidential zoning districts, except for restricted parking lots per § 7-1-9B(2)(b). Off-site parking areas serving uses located in residential zoning districts may be located in residential or nonresidential zoning districts.

(4) **Agreement for Off-Site Parking.** In the event that an off-site parking area is not under the same ownership as the principal use served, a written agreement will be required. An attested copy of the agreement between the owners of record shall be submitted to the Zoning Enforcement Officer for recordation on forms acceptable to the Zoning Enforcement Officer. Recordation of the agreement with the Erie County Clerk's Office shall take place before issuance of a building permit for any use to be served by the off-site parking area. The agreement shall run with the land until terminated with the approval of the Zoning Enforcement Officer. An off-site parking agreement may be revoked only if all required off-street parking spaces will be provided in accordance with this Section.

C. **Shared Use of Parking Facilities.** A nonresidential use may make arrangements with another nonresidential use that

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

normally has different hours of operation to share off-street parking spaces if approved by the Zoning Enforcement Officer. The shared parking shall comply with all of following standards.

(1) **Location.** Shared parking facilities shall be located within 500 feet from the primary entrance of all uses served.

(2) **Zoning Classification.** Shared parking areas serving uses located in nonresidential zoning districts shall be located in nonresidential zoning districts, except for restricted parking lots per § 7-1-9B(2)(b). Shared parking areas serving uses located in residential zoning districts may be located in residential or nonresidential zoning districts.

(3) **Shared Parking Study.** Those wishing to use shared parking as a means of satisfying off-street parking requirements shall submit a shared parking analysis to the Zoning Enforcement Officer that clearly demonstrates the feasibility of shared parking. The study shall be provided in a format acceptable to the Zoning Enforcement Officer. It shall address, at a minimum, the size and type of the proposed development, the composition of tenants, the anticipated rate of parking turnover and the anticipated peak parking and traffic loads for all uses that will be sharing off-street parking spaces.

(4) **Agreement for Shared Parking.** A shared parking plan shall be enforced through written agreement among the owners of record. An attested copy of the agreement shall be submitted to the Zoning Enforcement Officer for recordation on forms acceptable to the Zoning Enforcement Officer. Proof of recordation of the agreement with the Erie County Clerk's Office shall be presented to the Zoning Enforcement Officer prior to issuance of a Building Permit. A shared parking agreement may be revoked by the parties to the agreement only if off-street parking is provided pursuant to this Section. Should any of the uses be changed or the facilities discontinued, then the required spaces for the remaining use(s) shall be provided elsewhere as a condition precedent to the continuation of the subject use(s).

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

D. **Valet Parking.** The Zoning Enforcement Officer may authorize valet parking as a means of satisfying otherwise applicable off-street parking standards, provided that the following conditions are met:

(1) An automobile shall be retrievable from its parking space with the movement of a maximum of two additional vehicles;

(2) An equivalent number of valet spaces shall be available to replace the required parking spaces. Such valet spaces do not require individual striping, and may take into account the tandem or mass parking of vehicles. All valet parking areas shall meet the applicable requirements of § 7-2, Landscaping, Buffers and Screening.

(3) Valet parking drop-off locations shall meet the requirements of § 7-1-10, Vehicle Stacking Areas.

E. **Transportation Management Plan.** The Zoning Enforcement Officer may authorize a reduction in the number of required off-street parking spaces for developments or uses that institute and commit to maintaining a transportation management program, in accordance with the standards of this Section.

(1) **Required Study.** The petitioner shall submit a study to the Zoning Enforcement Officer that clearly indicates the types of transportation management activities and measures proposed. The study shall be provided in a format acceptable to the Zoning Enforcement Officer.

(2) **Transportation Management Activities.** There shall be no limitation on the types of transportation management activities for which reductions may be granted from otherwise required off-street parking ratios. The following measures shall serve as a guide to eligible transportation management activities.

(a) **Transportation Coordinator.** The occupant of the development or use may appoint an employee to act as Transportation Coordinator with responsibility for disseminating information on ride-sharing and other transportation options may be cause for a reduction in otherwise applicable off-street parking requirements. In addition to acting as liaisons, Transportation Coordinators shall be available to

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

attend meetings and training sessions with the Town or transit providers.

(b) **Off-Peak Work Hours.** Employers that institute off-peak work schedules, allowing employees to arrive at times other than the peak morning commute period, may be eligible for a reduction in otherwise applicable off-street parking requirements. The peak morning commute period is defined as 7:00-9:00 a.m.

(c) **Preferential Parking.** The provision of specially marked spaces for each registered car pool and van pool may be cause for a reduction in otherwise applicable off-street parking requirements.

(d) **Financial Incentives.** The provision of cash or in-kind financial incentives for employees commuting by car pool, van pool and transit may be cause for a reduction in otherwise applicable parking requirements.

7-1-8. **Parking, Stacking and Loading Area Design Requirements.** Parking, stacking and loading areas and access driveways shall be designed, graded, constructed, altered and maintained as follows:

A. **Grading and Paving.** Parking, stacking and loading areas and access driveways shall be graded and drained so that the surface water shall not be allowed to flow onto adjacent properties. Parking areas and driveways shall be constructed as required by the Building Construction Administration Code.

B. **Features.** Parking, stacking and loading areas shall be arranged, marked and maintained as shown on the parking, loading and stacking plan approved as a part of the site plan in order to provide for orderly and safe parking, loading and storage of vehicles. The Planning Board may also require structural or landscape features, including, without limitation, bumper guards, curbs, walls or fences, to provide protection of property and persons and privacy and screening for adjacent land uses with visual, noise and air standards considered. A compact evergreen hedge, shrubs or other screening by a substantially solid fence between parking areas and the side or rear lot line of a residential district may also be required in accordance with the standards established in § 7-2.

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

C. **Illumination.** Parking, loading and stacking areas shall be illuminated only to the extent necessary to insure the public safety and in accordance with § 7-3, Site Lighting.

D. **Pedestrian Walks.** Pedestrian walks between parking areas and buildings shall be provided to assure pedestrians' safety.

E. **Driveways to Parking, Loading and Stacking Areas.** Entrance and exit driveways serving parking, loading and stacking facilities, drive-in businesses, fee parking lots and public parking lots shall be provided in location, size and number so as to interfere as little as possible with the use of adjacent property and the flow of traffic on the streets to which they connect. Driveways located in nonresidential districts shall be located at least 10 feet from any residential zoning district.

7-1-9. **Off-Street Parking Space and Parking Lot Design.**

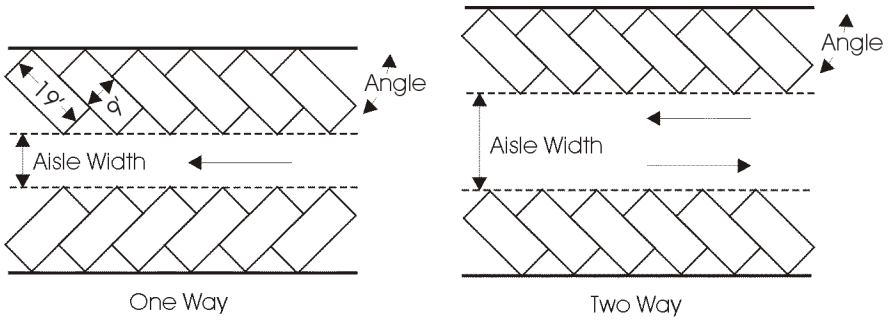
A. **Parking Space Dimensions.**

(1) Required off-street parking spaces shall have minimum dimensions of 9 feet in width by 19 feet in length. Parallel parking spaces shall have minimum dimensions of 9 feet by 22 feet.

(2) Minimum aisle width shall be as follows:

Angle of Parking	Aisle Width (feet)	
	One Way	Two Way
Parallel	13 ft	24 ft
30 degrees	13 ft	
45 degrees	13 ft	
60 degrees	18 ft	
90 degrees	24 ft	

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)



B. **Parking Area Location.**

(1) **Residential Districts and Uses.** Enclosed or open parking facilities, as required, shall be provided on the same lot as the dwelling unit served.

(2) **Business and Industrial Districts.**

(a) **General.** Except for as provided in § 7-1-7C above, in all nonresidential districts, off-street parking, loading and stacking facilities shall be provided on the same lot as the principal use or on another nonresidentially zoned lot, the nearest point of which shall be within 200 feet from the nearest point of the building served or on another noncontiguous nonresidentially zoned lot when approved by the ZBA and located on a street classified as a major or minor arterial. The noncontiguous lot must contain an established allowable principal use for the zoning district in which it is located.

(b) **Restricted Parking Lots Permitted Only in R-3, R-4, MFR-5 and MFR-6 Districts.** If the ZBA, after notice and public hearing in accordance with § 8-2-3 and after receiving a recommendation from the Planning Board, finds that the proposed parking, loading or stacking area in an R-3, R-4, MFR-5 and MFR-6 district to be accessory to a business use, it may authorize the Commissioner of Building to issue a permit for the parking, loading or stacking area in such residential districts, provided that the proposed parking, loading and stacking area:

(i) Will not increase the congestion on adjoining residential streets in such a way as to promote a

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

traffic hazard or a nuisance to adjoining residents;

(ii) Will be properly screened, lighted and designed so as to prevent nuisance to adjoining residents;

(iii) Will be landscaped as required by this Ordinance;

(iv) Will be suitable for the proposed use;

(v) Shall not provide more than 25 percent of the required parking, loading and stacking area;

(vi) At least 100 feet of said lot shall abut or be directly across the street or alley from the business use to which it is accessory;

(vii) Shall not extend more than 250 feet from the nearest property line of the business district;

(viii) Shall be used for the purpose of passenger automobiles only, and no commercial repairs, sales or services shall be conducted thereon; and

(ix) Shall be designed and constructed with driveways and parking areas that are located not less than 10 feet from any adjacent residential lot line.

C. **Parking Rooms.** Parking serving development over 100,000 square feet of gross floor area shall be visually and functionally segmented into several smaller parking areas. Each smaller parking area shall be approximately 180 or fewer parking spaces; the actual number of spaces required will be determined by the Zoning Enforcement Officer. Each smaller parking room shall be connected to an internal system of roadways. Outparcel and parking room access shall be taken from the internal system of roadways on the site. **[Amended 2-4-2008 by L.L. No. 1-2008; 3-4-2019 by L.L. No. 6-2019]**

D. **Parking Lot Walkways.** Parking Lot Pedestrian Medians with walkways leading to primary building entrances as designated by the Planning Director may be required by the Planning Board in parking lots containing more than 180 spaces in accordance with § 7-2-3A(3)(h).

7-1-10. **Vehicular Stacking Design Requirements.**

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

A. **Minimum Stacking Requirements.** In addition to minimum parking requirements established by § 7-1-6A above, the following stacking areas are required. The Zoning Enforcement Officer may require an analysis of stacking requirements be provided to determine if additional stacking spaces will be required for a specific use or location. The size of each stacking space shall be 20 feet in length by 9 feet in width. **[Amended 3-4-2019 by L.L. No. 6-2019]**

Specific Use	Minimum Stacking Spaces	Measured From
Automated teller machine	3	Machine
Bank teller lane	4	Teller window
Car Wash, Coin	5 per stall	Entrance
Car Wash, Rapid	35 per stall	
Drive-In Photo Facilities	2 per service window	Service window
Gasoline pump island	2	Pump island
Restaurant, drive-through	6	Order box
	4	Order box to pick-up window
Other Drive-In Facilities	5, or as determined by Commissioner of Building	

B. **Location.** Stacking spaces may not impede on- or off-site traffic movements or movements into or out of off-street parking spaces.

C. **Design.** Stacking spaces shall be separated from other internal driveways by raised medians if deemed necessary by the Planning Director for traffic movement and safety.

7-1-11. **Loading Facility Design Requirements.** Loading and unloading facilities shall be provided and maintained as long as such building is occupied or unless equivalent facilities are provided in conformance with the regulations of this Section.

A. **Allocation of Use.** Space required and allocated for any off-street loading facility shall not be used to satisfy the space requirements for off-street parking or stacking. An off-street

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

loading space shall not be used for repairing or servicing of motor vehicles.

B. **Location of Facility.** All required loading facilities shall be related to the building and use to be served to provide for loading and off-loading of delivery and other service vehicles and shall be so arranged that they may be used without blocking or otherwise interfering with the use of access ways, parking or stacking facilities, public streets or sidewalks. A required loading space shall not face or be visible from the frontage street and shall not be located in a required front yard or a required side or rear yard if adjoining a residential district. **[Amended 3-4-2019 by L.L. No. 6-2019]**

C. **Access Driveways.** Each required off-street loading space shall be designed for vehicular access by means of a driveway or driveways to a public street in a manner which will least interfere with adjacent traffic movements and interior circulation.

D. **Minimum Size Criteria.** A required off-street loading space shall be at least 12 feet wide by at least 20 feet in length. The above area shall be exclusive of the maneuvering space, and each loading facility shall have a vertical clearance of at least 14 feet.

E. **Schedule of Required Loading Facilities.** Off-street loading spaces shall be provided as required below.

Use	Gross Floor Area (square feet)	Number of Loading Spaces
Retail Sales and Service	Under 5,000	none
	5,000 — 50,000	1
	50,000 — 100,000	2
	Each additional 100,000	1 additional space
Printing, warehouse and storage establishments	Under 40,000	2
	40,000 — 100,000	4
	Each additional 50,000	1 additional space

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

Use	Gross Floor Area (square feet)	Number of Loading Spaces
Industrial	Under 20,000	2
	20,000 — 40,000	4
	Each additional 25,000	1 additional space

F. **Unlisted Uses.** Any use not listed in § 7-1-11E may provide any number of loading spaces provided that such spaces are constructed in accordance with the standards of this subsection.

7-1-12. **Vehicle Parking and Storage on Parcels Used for Residential Purposes.**

A. Parking or storage of any vehicle or trailer being used for commercial purposes shall not be permitted on a residential parcel, except that one commercial vehicle, the rated capacity of which does not exceed 3/4-ton, may be parked inside or outside of a completely enclosed building. When parked outside of a completely enclosed building, the commercial vehicle shall not have any commercial advertisement affixed thereto.

B. In the S-A district, commercial vehicles shall be allowed only when directly associated with permitted principal uses on the same premises.

Attachment: Kulpa-Ltr-Amendment of Section 7-1-6A-04-19-22 (COM-2022-33 : Letter from Ciminelli Real Estate Corporation)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
DOC ID: 25693

COMMUNICATION 2022-34 **REFERRED**

725 LeBrun Road - Request for Building Permit

Letter received from Lisa and Scott Friedman regarding their request to obtain a building permit for 725 LeBrun Road.

4/25/2022
Referred to Town Attorney, Building, Planning & Historic Preservation Commission.

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

April 18, 2022

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
Municipal Building (Town Hall)
5583 Main Street
Williamsville, NY 14221

Re: 725 LeBrun Road - Request for Building Permit

"That government can scarcely be deemed to be free, where the rights of property are left solely dependent upon the will of a legislative body without any restraint. The fundamental maxims of a free government seem to require that the rights of personal liberty and private property should be held sacred."

Joseph Storey, Justice, United States Supreme Court

Dear Supervisor Kulpa and Council Members:

We are writing to request your support with respect to our pending application to secure a building permit to approve our long-contemplated home improvement project following a meeting of the Town's Historic Preservation Commission ("HPC") on April 12, 2022, during which (1) our application to demolish a detached garage was denied; and (2) a motion was made under Section 121-6A(2) and 121-6A(1) to the Town Code ("Historic Preservation Law of the Town of Amherst") (Exhibit 7) to designate our house as a local landmark and, so, preventing us securing a pending requested building permit that would have allowed us to proceed with our plans to improve our home with a carefully planned addition.[1]

As a preliminary matter, we note that there was quite a bit of confusion at the HPC's April 12th meeting because there are two detached garages on our property, an older one that is the subject of our plans and a newer one that was built in 1999 that is not. Our plans involve the older garage only, not the newer one and, to avoid further confusion, we'll simply refer to it below as "our garage."

By way of further background, we also note that our house was built in 1925 and has had only three owners: the Dents, the Bacons, and us. Town records indicate that the original house has already been modified twice, once when the Dents built an addition to the front and north side

[1] Section 121-6F of the Town Code states "Once the Historic Preservation Commission has issued a notice of a proposed designation, no building permits shall be issued by the Building Commissioner except for emergency repairs until a final determination on the proposed designation has been reached. The Historic Preservation Commission shall provide a copy of any notice of proposed designation to the Building Commissioner."

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

of the house in 1955 and, again, when the Bacons built an addition to the southeast side of the house in, we believe, 1999. Our plans seek to improve our house a third time.

There doesn't seem to be any specific records about when our garage was built but we assume for these purposes that it was built circa 1925 (i.e. around the same time that our house was built).

There are several main reasons why we are seeking to demolish our garage as part of our planned addition as set forth below.

First, there has been much for us to do to maintain and improve our home and property over the years. We intend to continue our efforts in the years to come. Because of the amount of work required, and because of other factors summarized below, we have not previously sought to improve our garage. Because it is now almost 100 years old, it has a number of problems, including (1) broken water pipes that have leaked and caused structural damages to internal walls and ceiling (we recently engaged a plumber to stop the leaking by shutting off the water, in anticipation of demolition), (2) old windows, perhaps original, that are energy inefficient and frost over during the winter, (3) garage doors that are old and made of solid wood, creating a hazard for our grandchildren as the doors have "free-fallen" before without warning, and (4) a slate roof that requires attention, including new slates to replace older ones that appear to be original and, so, in disrepair. The garage also had asbestos insulation that was recently abated by a qualified haz-mat company in anticipation of its demolition. As a result, as of today, the garage no longer has any insulation. We are attaching some photographs that highlight some of these structural problems. (See Exhibit 1). In fact, even had we not planned an addition to our house, the current garage is in such disrepair and hazardous that, for the safety considerations, we'd need to demolish it in any event.

Second, there have been changes in the design and function of garages since ours was built circa 1925. Perhaps most importantly is the need for larger garages as cars got bigger and bigger after World War II (https://www.geaugadoor.com/history-of-garages.html ; https://www.orlandosentinel.com/news/os-xpm-1999-09-26-9909270170-story.html). Information on the internet suggests that, by 1960, the garage of the average American household had expanded to the point that it accounted for 45 percent of the square footage of the entire household. Because of the scale of our garage, it essentially functions as a small 2 car garage (not a 4 car garage as it was built to be). As a result, we need to plan how - and when - our cars enter and leave our garage because of its narrow width, limiting our ability to simultaneously exit from the driver side door due to lack of space. In addition, our garage is limited in depth, making it unsuitable for many cars, including some currently owned by our children who visit. (Incidentally, our garage is "side-turned" and, so, contrary to some comments made at the April 12th hearing by HPC Members who are obviously unfamiliar with our house, adds nothing of architectural significance from the street view. See Exhibit 2.)

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Finally, we not only have a center entrance to our house but a side entrance as well (a fact that the HPC seemed to have missed). The distance from our side entrance to the closest part of our garage is approximately 120 feet (even a bit further where we are able to park our cars). Given the long winters in Western New York, it is already inconvenient when we want to access our garage, whether to drive our cars in or outside of it, take garbage from our house to the garbage cans in our garage, or otherwise. Because we plan to remain in our house for as long as we are able to do so, we anticipate that what might now be an "inconvenience" will, as we age in the years to come, become increasingly challenging and, ultimately, dangerous because of wind, snow and ice issues that are typical throughout our Winter months. Indeed, we have both fallen on ice patches numerous times when walking from our house to our garage, fortunate to have only suffered bumps and bruises. Attached as Exhibit 3 is a picture highlighting the distance we must walk from our house to our detached garage.

For those reasons, we engaged Sutton Architecture, PLLC to help us in designing a new garage that would not only preserve – but enhance - our home's architectural character while addressing the forgoing challenges. Working closely with the firm's principal, Dave Sutton R.A, we developed plans to build a new garage that would not only address the functional needs we were looking for, but the design needs as well: an addition that would preserve our Georgian Colonial Revival styled house by considering issues of symmetry, balance, and proportion. We believe our efforts to do so were accomplished with the plans prepared by Sutton Architecture, PLLC that we have submitted with an application for a building permit. A copy of our plans is also attached to this letter (Exhibit 4) as are a number of images of other homes built in this style that demonstrate this point. (Exhibit 5).[2]

Beyond the design, we have even spent quite a bit of time making sure that the bricks we intend to use (yes, bricks not siding) would match those used on the 1999 addition. Also wanting our roof to match, we are waiting for quotations from Neth & Son Roofing company, simply to have a uniform roof (as opposed to slate on our existing home and an architectural roof on our proposed addition).

It is also worth noting because of the obvious confusion about so many aspects of our plans at the April 12th meeting of the HPC, we note that we have no plans to demolish, remove or change anything in our house other than to create access to our proposed addition through 2 windows that are part of a family room addition that was built in 1999.

In short, our goal was to continue 20 years of consistently improving our house, making it not only more functional for our needs in the 21st Century but to improve its architectural character. For those reasons, we vehemently disagree with HPC's Member Waterman-Kulpa's comment at the April 12th HPC meeting that our plans are "insensitive addition to this structure."

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[2] As our plans developed, and in considering design options, we were able to add several other features to our plans for an attached garage, including an additional bathroom, a laundry room, and space over the garage for workout equipment.

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

After almost two years of planning, we were excited to – finally – begin work. Our contractor's team is ready to proceed immediately, with equipment already on our property. (Given the very busy and short construction season in Western New York, and our contractor's other commitments, our project could be delayed a full year if we don't begin immediately.)

In preparation for our planned home improvements, and beyond the plumbing and asbestos abatement issues mentioned above, we ordered new garage doors (not only code compliant but identical in design to existing doors), new windows (also identical to our current windows), engaged a tree service to remove trees and landscaping (that we had planted approximately 20 years ago to provide some privacy in our backyard), engaged National Grid to disconnect electric power to the garage (leaving an unsightly white pipe from the back of our house to the power line that backs our rear border), National Fuel has been out to cap gas lines, Erie County Water has been out to address relevant requirements, disconnected our air conditioning unit in anticipation of construction. Pictures of the impact of this work are attached as Exhibit 6.

HPC Member Waterman-Kulpa, in moving to both deny our requested demolition and then moving without our consent to nominate our house for local landmark status mentioned that she would "prefer to see an addition on the rear of [our house]." While she may be an architect, this is not her house, we don't know that she's ever been in our house, has only seen our house through Google maps, hasn't spent the past 20 years making memories with our family of four grown children, their spouses, and our 12 grandchildren...nor has she spent years thinking about our plans that we have given great consideration after working closely with Dave Sutton to the location and features of our proposed addition. Instead, she and the other HPC members seemed to have spent only a few minutes in making decisions that have left our property a mess...our well thought plans problematic...created a process that could delay our efforts (should we be successful) for many months, perhaps a year...and money spent in anticipation of moving forward. Prior to its meeting on April 12th, no one from the HPC attempted to contact either David Sutton or us to request more information regarding our plans or to schedule a site visit with us. Given the extreme limitations that will result if our home is designated as a local landmark, we think the HPC should have at the very least let us know prior its meeting that it was considering recommending that the Town Board designate our home without our consent.

The HPC members acknowledge that our home's architect and builder are unknown (i.e. no one of architectural significance). No one famous has lived in our house. There is no reason why, after living here for 20 years, our house would now come under consideration for landmark status other than we sought to improve it. We are unaware of any other homeowner on our street whose efforts to improve their private property were denied. There are a total of 15 homes on LeBrun Road that are listed blue-rated" in the Town's Updated Reconnaissance Level Survey of Historic Resources dated 2011 yet only our home is being considered for landmark status? Indeed, as mentioned above, our house has already been separately added onto – twice.

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

When HPC Member Hirschey observed that our house "will look very different than how it looked in 1925," he was right. Because it has already been modified. Twice.

When HPC Member Swartz observed that it is "our duty to protect the garage," we wonder if the HPC (or Town of Amherst) is prepared to pay for upgrading a 100-year-old garage to address the numerous issues described above and highlighted on Exhibit 1?

In short, we have lived in our house for almost twenty years. We love our house and have taken steps over the years, too numerous to mention here, continuously seeking to improve it, both internally and externally. We have been – and will continue to be – thoughtful homeowners (and Amherst taxpayers) and the carefully developed plans for our addition and demolition clearly demonstrate that care.

For the reasons, summarized above, we believe the HPC's denial of our application for a demolition permit, and preventing us from securing a building permit, is based on incomplete facts, and reasoning that we believe is not only faulty but arbitrary and capricious and threatens our rights to enjoy our property. We also believe that the HPC's proposal to designate our house without our consent as a "landmark" would devalue our house for a future sale and, so, be the economic equivalent, and tantamount to, a "taking of our property."

So that we are not further unreasonably delayed in moving forward with our project during the short construction season, we respectfully ask the Town Board for an expedited consideration of these issues during its upcoming meeting on Monday, April 25th so we can consider our options in how to best minimize the financial and emotional damages created by the HPC's actions during its meeting on April 12th.

Thank you for taking the time to review this letter.

Lisa and Scott Friedman

cc: Jacqualine Berger, Deputy Supervisor
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy
David Sutton, R.A., Sutton Architecture PLLC
Howard Zubin, President, Zubin Custom Homes Inc.

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

EXHIBITS

Exhibit 1: photographs of current garage

Exhibit 2: photographs of garage from street view

Exhibit 3: photograph of walking distance from our house to our current garage

Exhibit 4: image of planned new garage

Exhibit 5: photograph examples of other Georgian Revival homes in our planned style

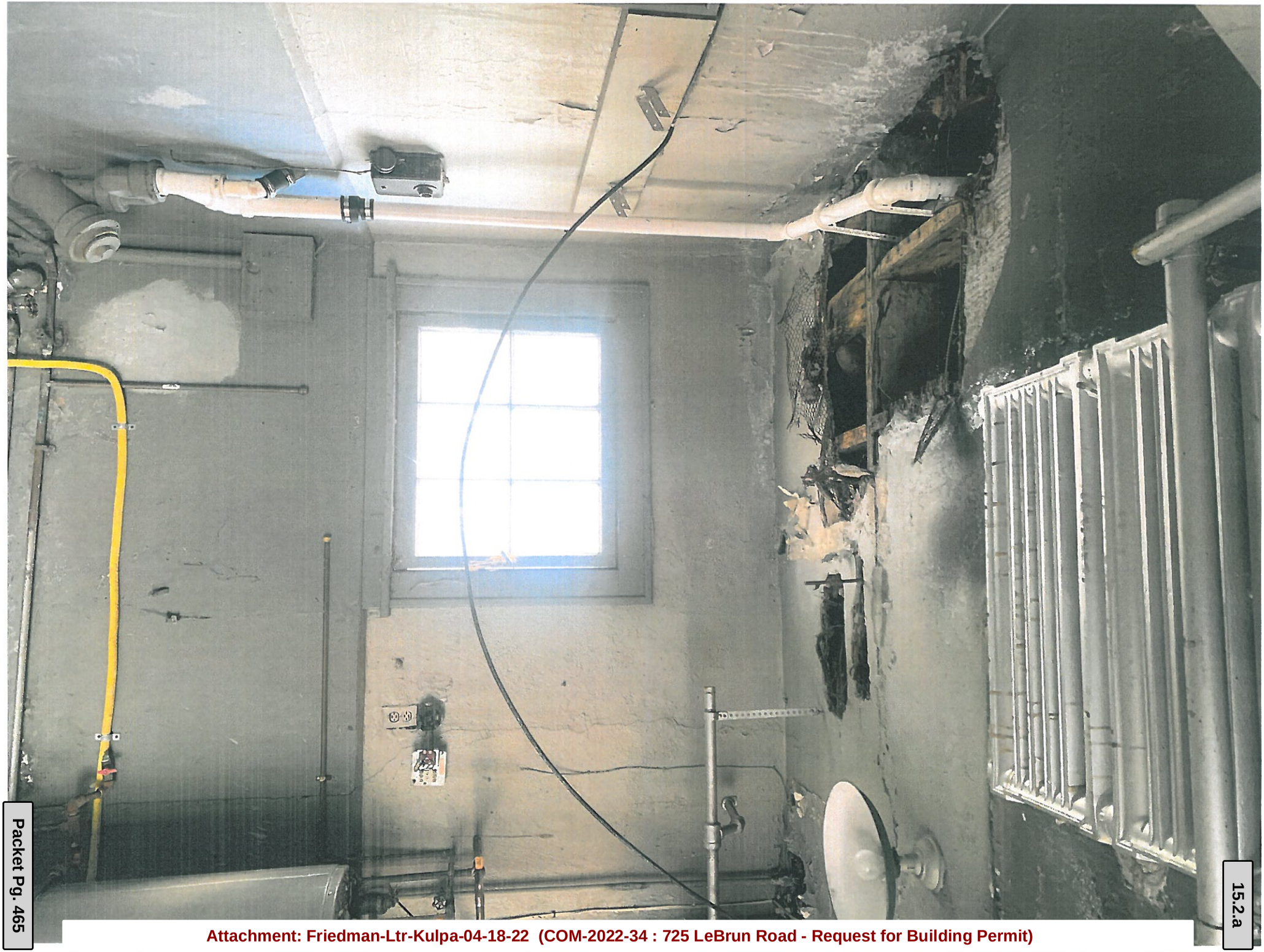
Exhibit 6: photographs of our property damage created in contemplation of our addition

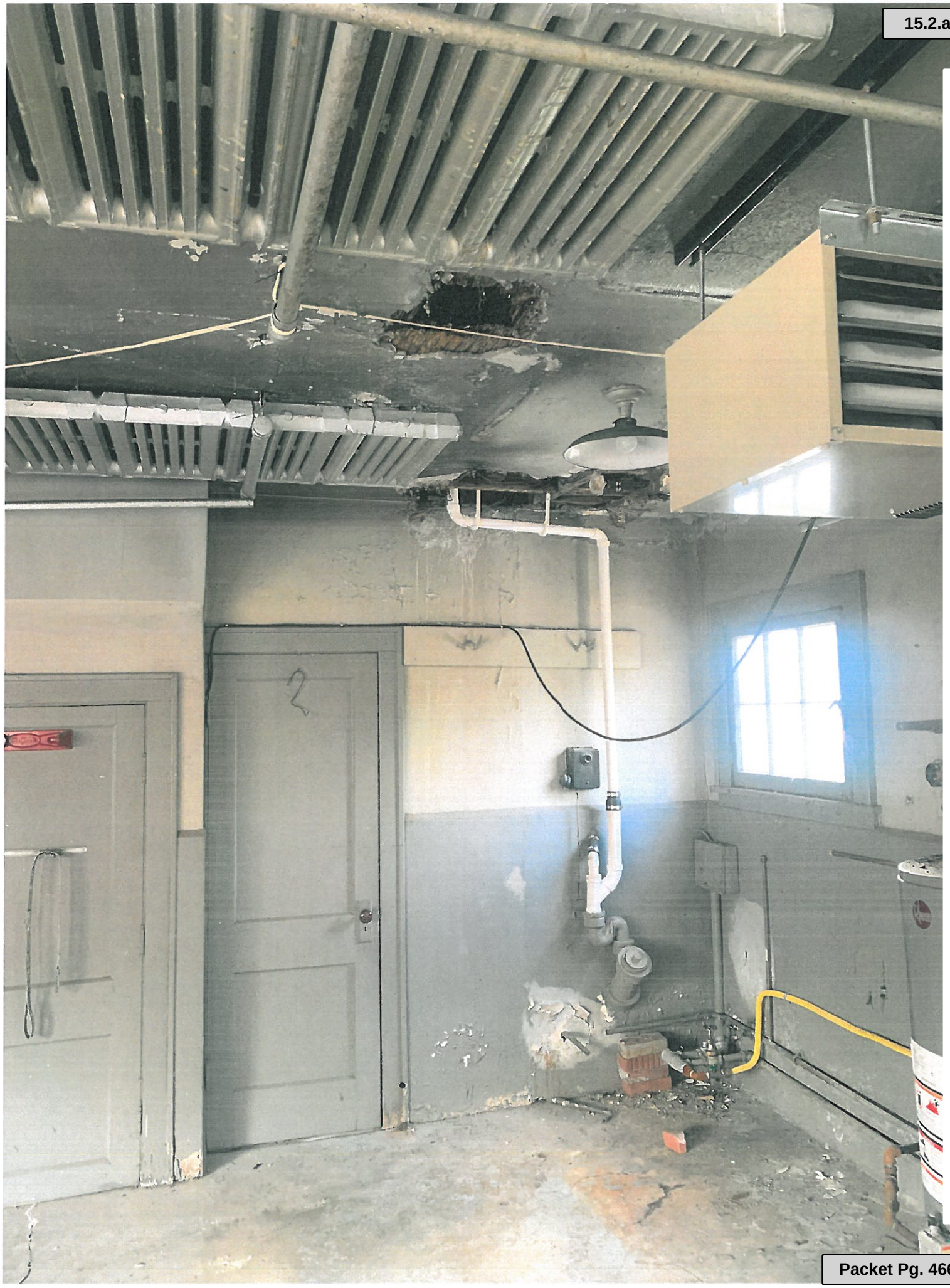
Exhibit 7: copy of Town Code Chapter 121 (Historic Preservation)

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Exhibit 1

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)





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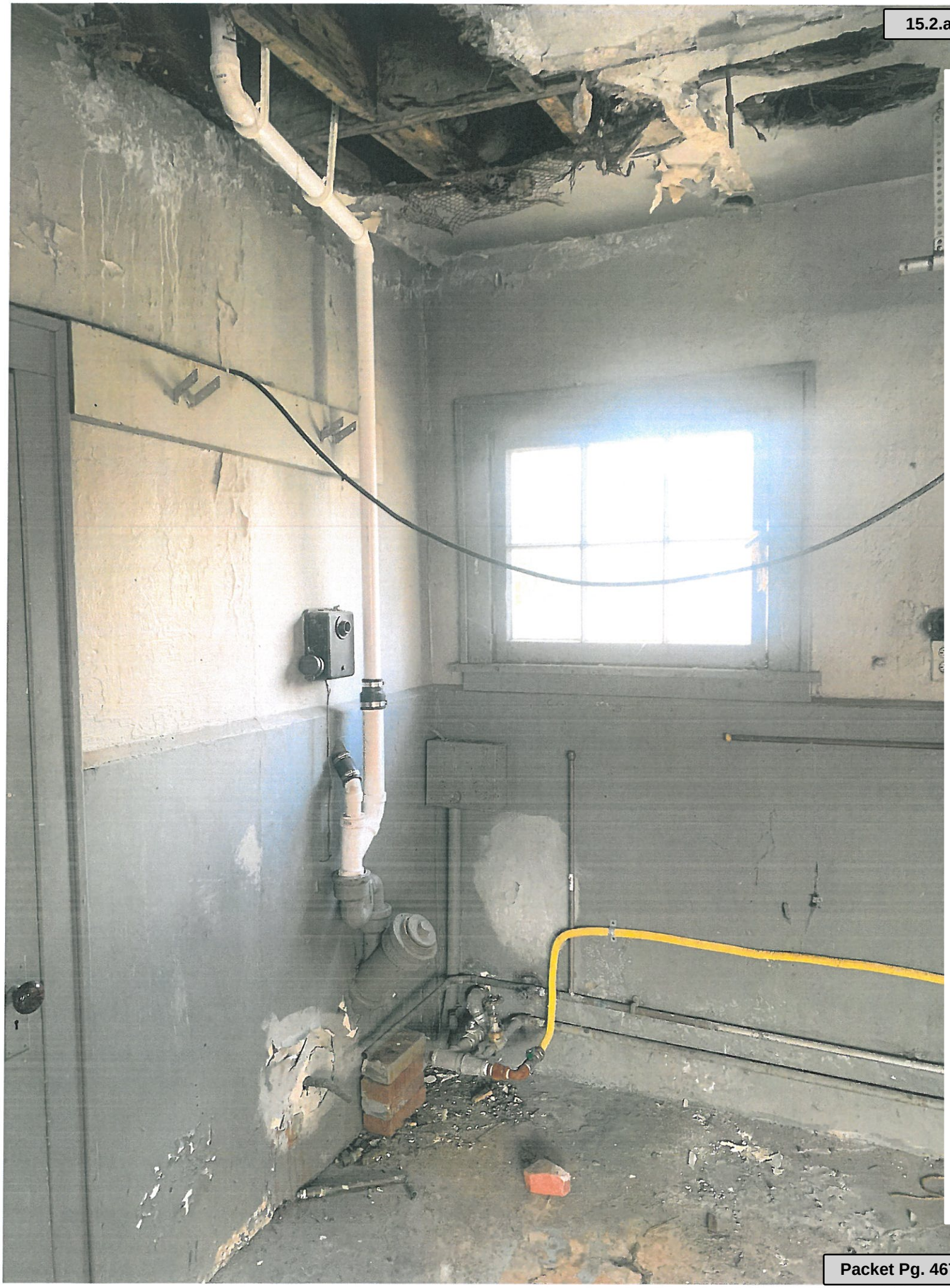

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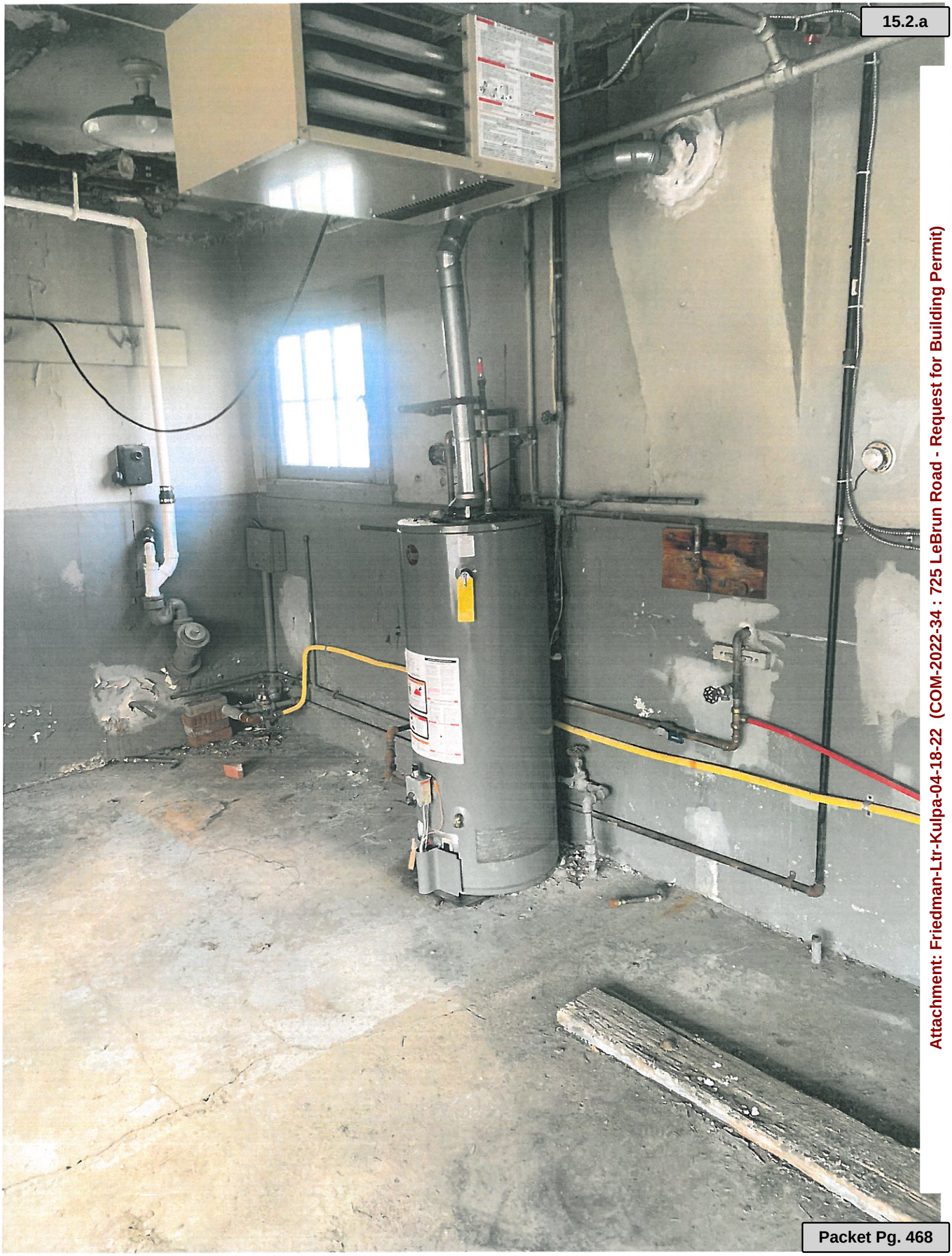

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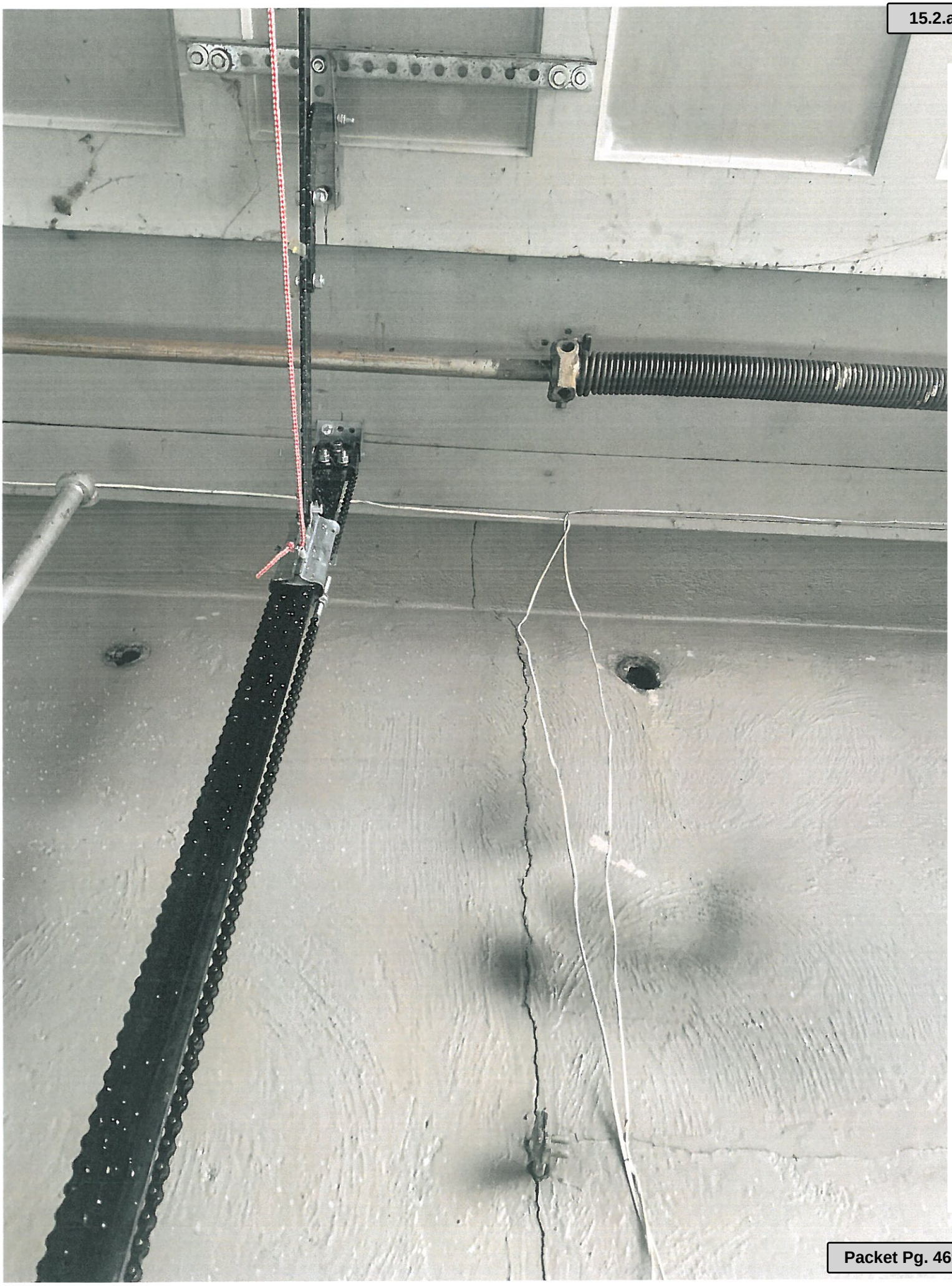

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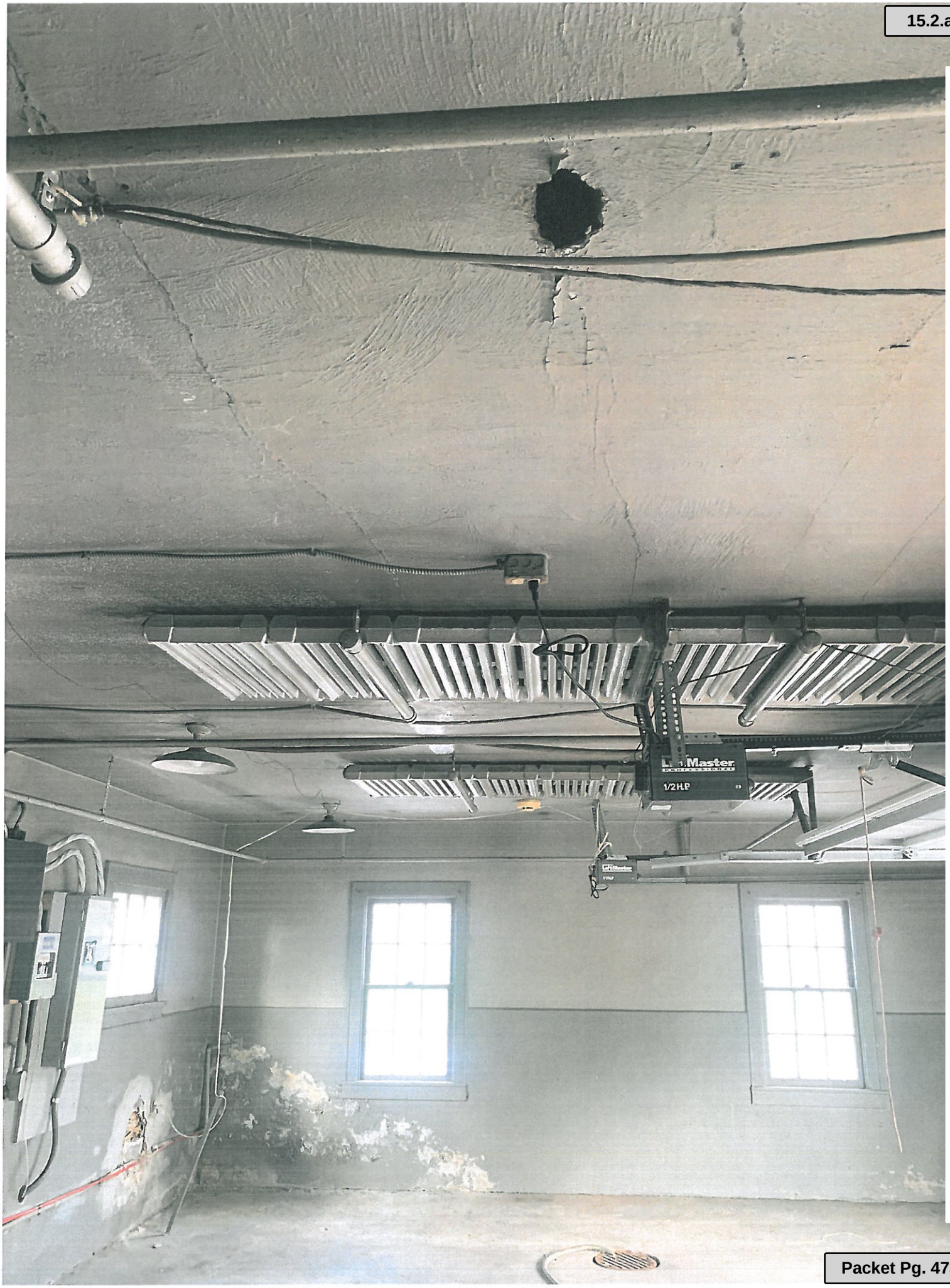

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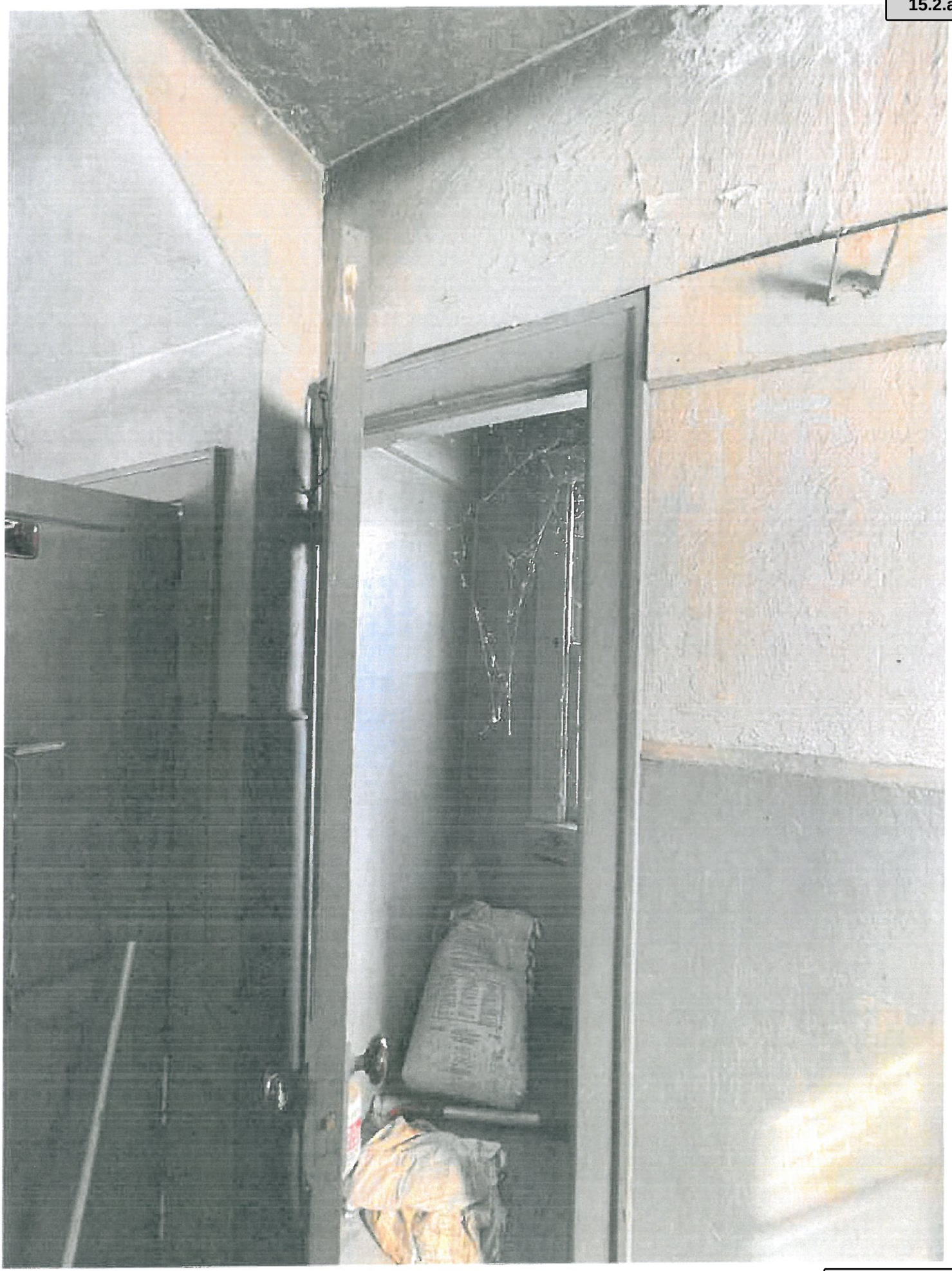


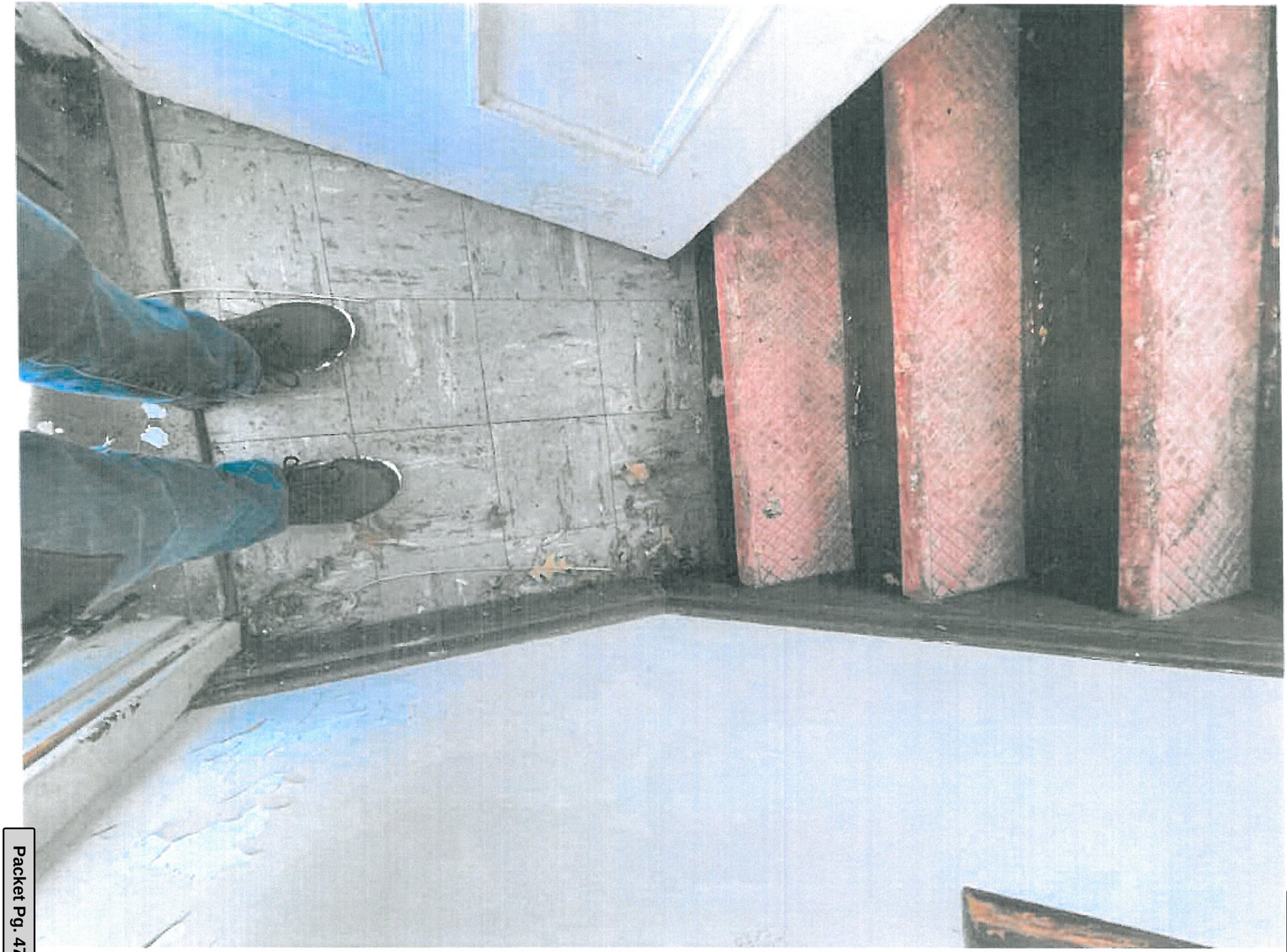
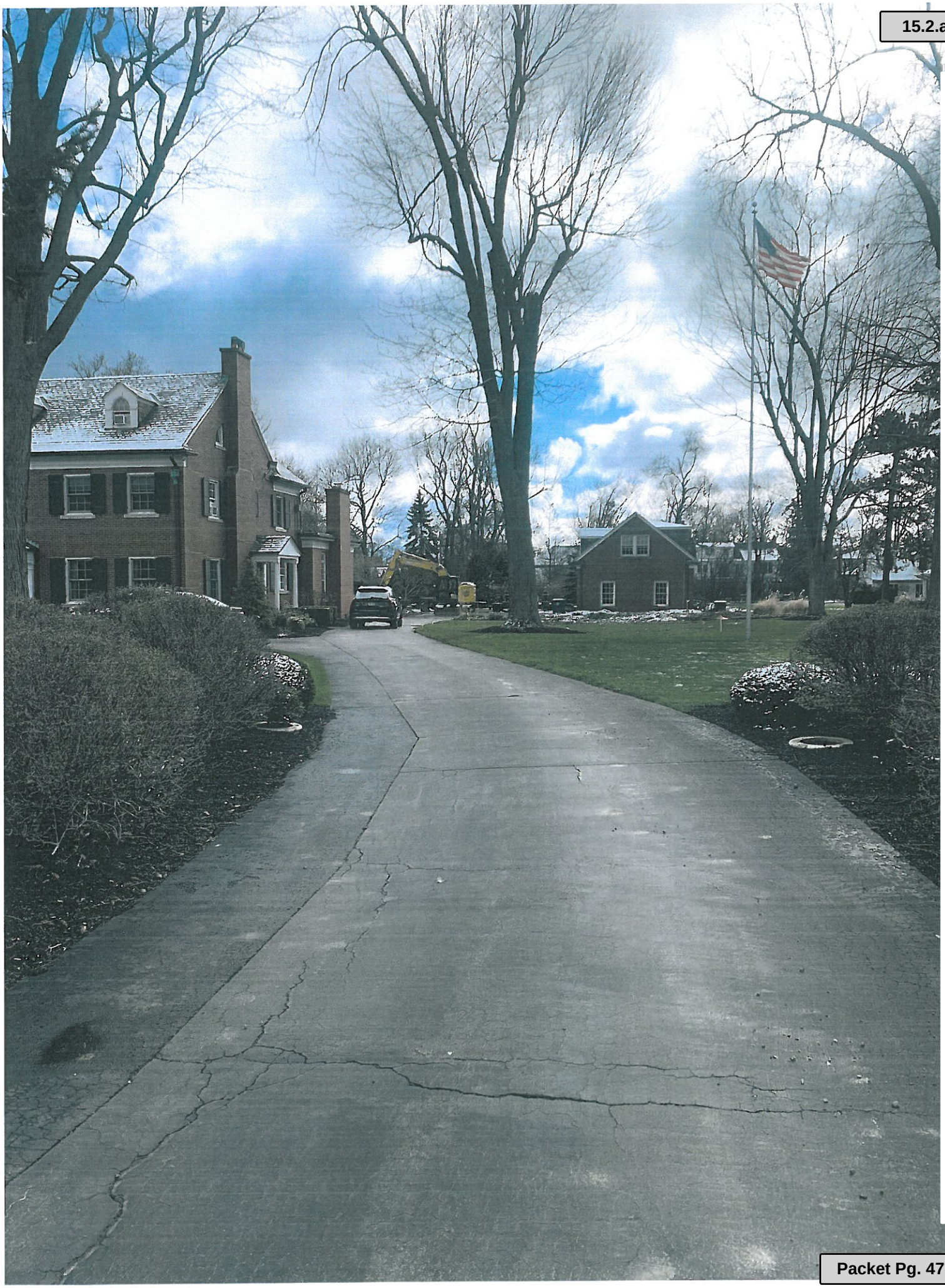


Exhibit 2

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)



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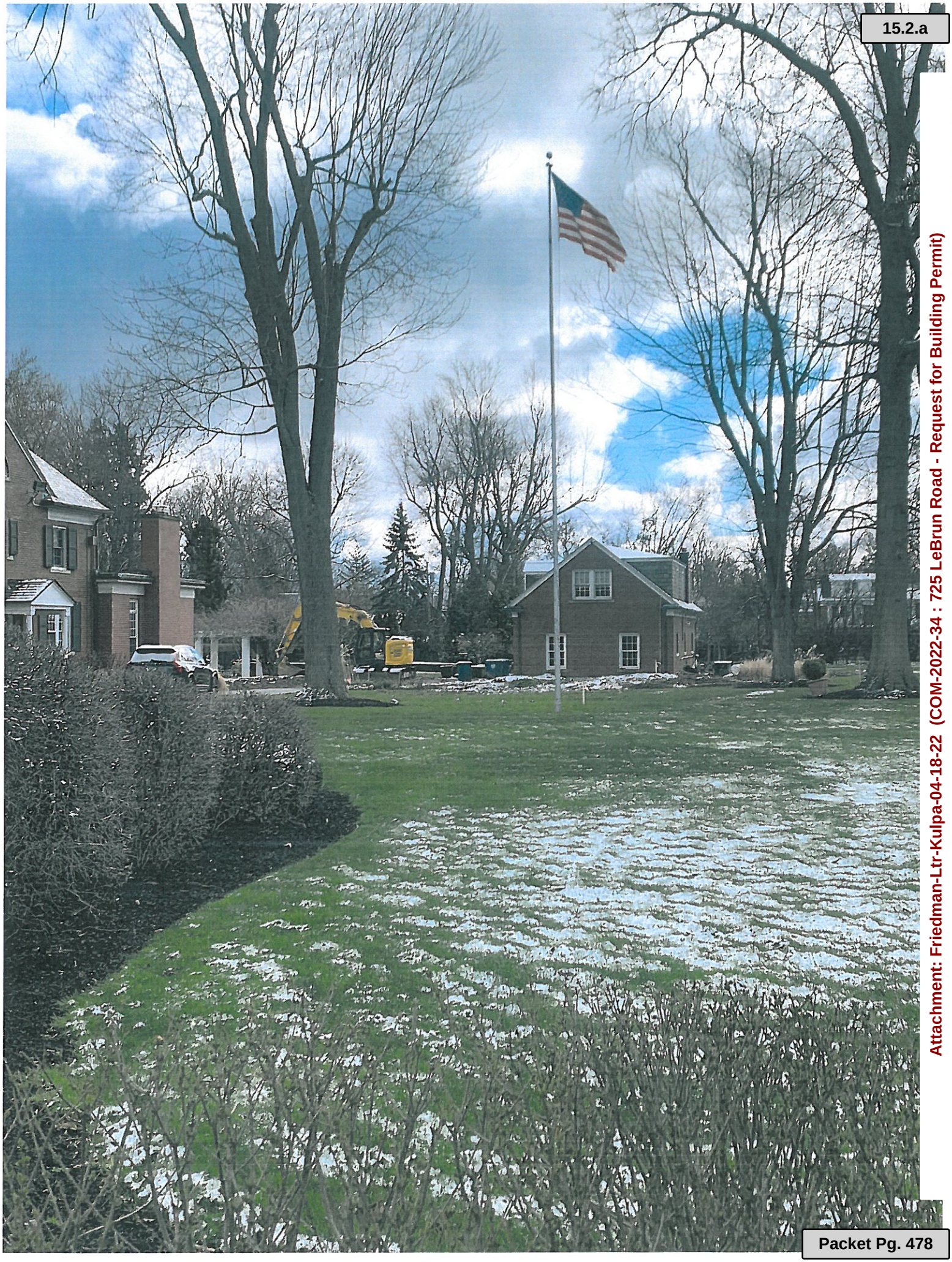

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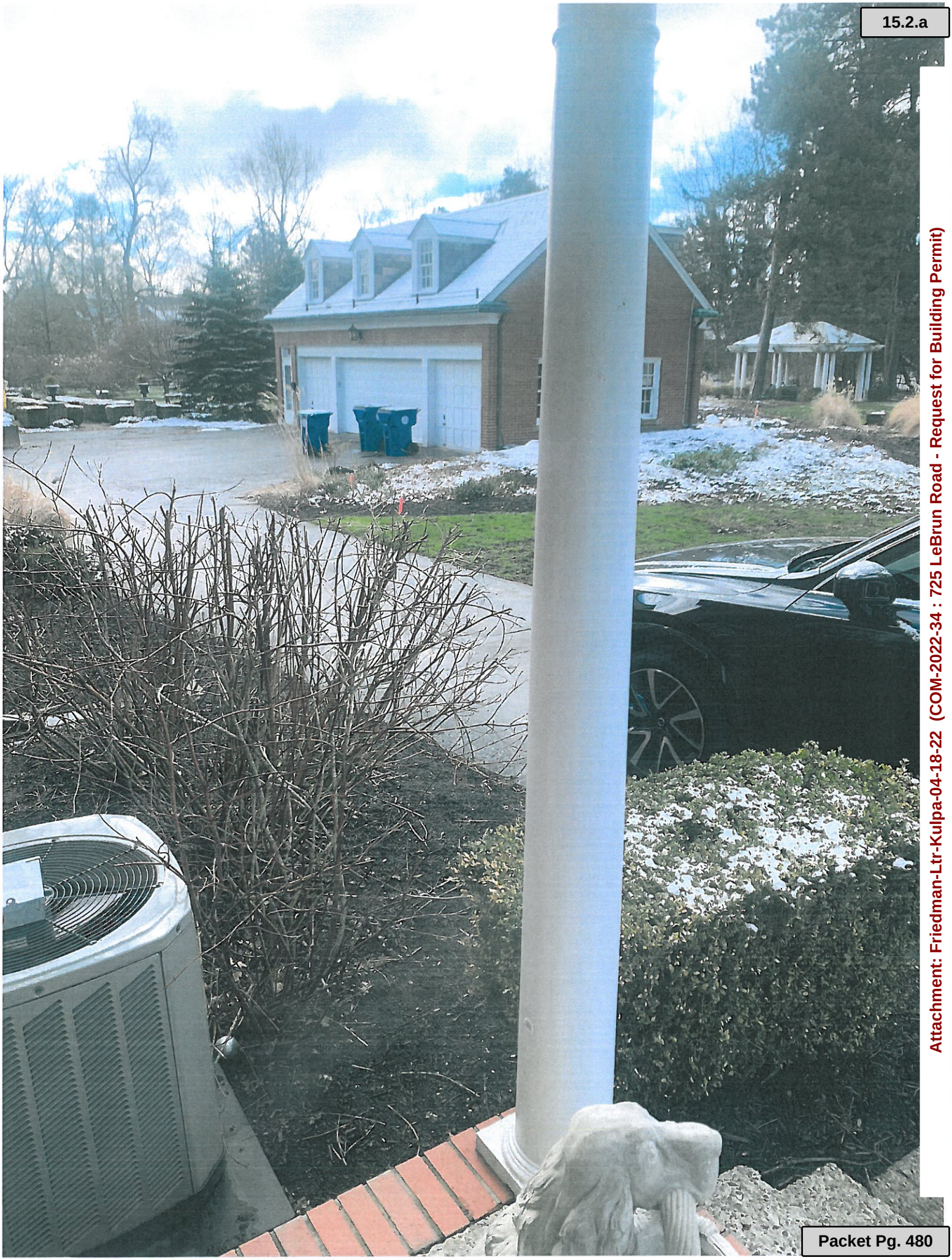
Exhibit 3

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)



Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Exhibit 4

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Proposed Addition/Remodel For:

Scott & Lisa Friedman

725 Lebrun Road
Amherst, NY

Copyright Sutton Architecture© 2021

SUTTON architecture
"Design & Build"
5409 Main Street
(Second Floor)
Williamsville, NY 14221
(716) 875-7156 Fax 932-7873

Job Number: 21-467

Title: Elevations

Drawn By: Jonathan M.
Date: 12-23-21
Checked: D. Sutton
Scale: 1/4" = 1'-0"

Sheet No.: A-3

WARNING

Preliminary Drawings Not For Construction

Exhibit 5

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Exhibit 6

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

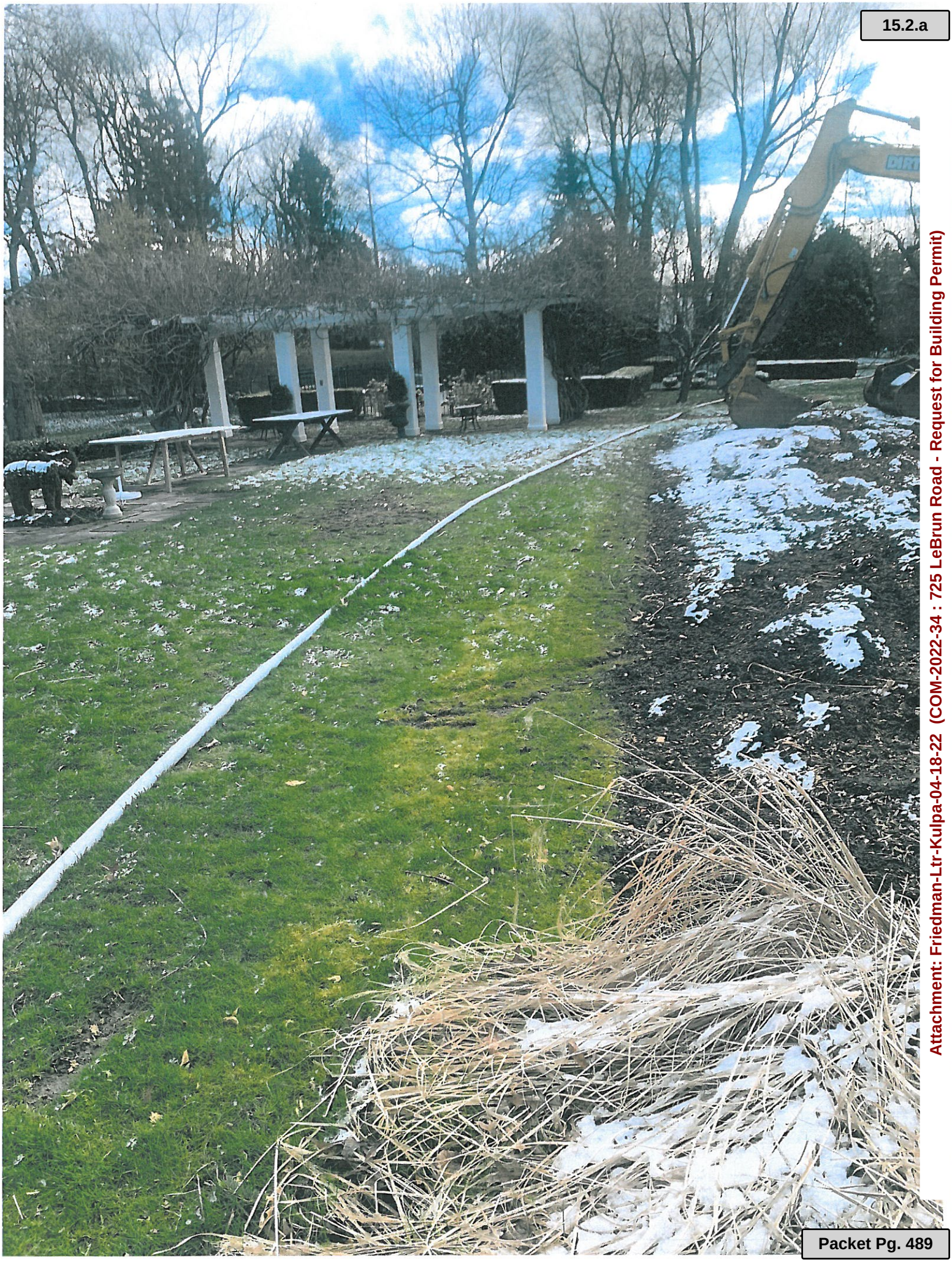


Exhibit 7

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

Chapter 121

HISTORIC PRESERVATION

GENERAL REFERENCES

Zoning — See Ch. 203.

§ 121-1. Designation; title.

This chapter shall be Chapter 121 of the Code of the Town of Amherst and may be cited as the "Historic Preservation Law of the Town of Amherst."

§ 121-2. Authority. [Amended 5-16-2018 by L.L. No. 10-2018]

In accordance with Section 96-a of the General Municipal Law of the State of New York entitled "Protection of historical places, buildings and works of art," and Article 5-K of the General Municipal Law of the State of New York, entitled "Historic Preservation," the Town Board of the Town of Amherst has the authority to provide, by local law, regulations, special conditions and restrictions for the protection, enhancement, perpetuation and the use of places, districts, sites, buildings, structures, works of art and other objects having special character or special historical or other aesthetic interest or value. Pursuant to that authority, the Town Board has prepared and adopted this Chapter setting forth standards to be followed in historic preservation.

§ 121-3. Purpose.

It is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of landmarks and historic districts is necessary to promote the economic, cultural, educational and general welfare of the public. Inasmuch as the identity of a people is founded in its past and inasmuch as Amherst has many significant historic, architectural and cultural resources which constitute its heritage, this chapter is intended to:

A. Protect and enhance the landmarks and historic districts which represent distinctive elements of Amherst's historic, architectural and cultural heritage.

B. Foster civic pride in the accomplishments of the past.

C. Protect and enhance Amherst's attractiveness to visitors and support and stimulate the Town's economy.

D. Ensure the harmonious, orderly and efficient growth and development of the Town.

§ 121-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ADAPTIVE REUSE — Conversion of a building originally designed for a certain

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

purpose to a different purpose.

ALTER — To change one or more exterior architectural features of a landmark, an improvement on a landmark site or a structure within an historic district.

BUILDING — Any structure or part thereof having a roof supported by columns or walls for the shelter or enclosure of persons or property.

BUILDING COMMISSIONER — The Commissioner of Building of the Town of Amherst.

CERTIFICATE OF APPROPRIATENESS — A certificate issued by the Preservation Commission approving plans for alteration, construction, removal or demolition of a landmark, an improvement to a landmark site or a structure within an historic district.

CONSTRUCTION — Building an addition or making an alteration to an existing structure or building a new principal or accessory structure.

DEMOLITION — Destruction of a building, structure or improvement.

EXTERIOR — Architectural style, design, general arrangement and components of the outer surfaces of an improvement, building or structure as distinguished from the interior surfaces, including but not limited to the kind and texture of building material and the type and style of windows, doors, signs and other such exterior fixtures.

FACADE — The exterior of a building or structure that can be viewed.

HISTORIC DISTRICT — A geographically definable area so designated pursuant to this code.

IMPROVEMENT — Any building, structure, place, parking facility, fence, gate, wall, work of art or other object constituting a physical betterment or any part thereof.

LANDMARK — Property, object, structure or natural feature or any part thereof so designated pursuant to this code.

LANDMARK SITE — A significant historical or cultural site(s) where buildings or structures no longer exist, so designated pursuant to this code.

OWNER — A person, firm or corporation which owns the fee of property or a lessor state therein, a mortgage or vendee in possession, a receiver, an administrator, an executor, a trustee or any other person, firm or corporation in control of property.

PRESERVATION — Retention of essential character of an improvement, object, building, natural feature or structure as embodied in its existing form, integrity and material. This term includes the retention of trees, landscaping and vegetative cover of a site. This term may include temporary stabilization work, as well as ongoing maintenance of historic building materials.

PRESERVATION COMMISSION or COMMISSION — The Town of Amherst Preservation Commission.

PROPERTY — Land and improvements thereon.

RECONSTRUCTION — Reproduction of the exact form and detail of a vanished building, structure, improvement or part thereof as it appeared at a specific time.

REHABILITATION — Repair or alteration that enables buildings, structures or improvements to be efficiently utilized while preserving those features of buildings,

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

structures or improvements that are significant to their historic, architectural or cultural values.

RESTORATION — Recovery of the form and details of a building, structure or improvement and its site during a particular time.

SITE — A plot or parcel of land.

STRUCTURE — Anything constructed or erected which requires permanent or temporary location on the ground. This term shall include but not be limited to buildings, walls, fences, signs, billboards, lighting fixtures, screen enclosures and works of art.

TOWN — The Town of Amherst, County of Erie, State of New York.

TOWN BOARD — The Town Board of the Town of Amherst, Erie County, New York.

TOWN CLERK — The Town of Amherst Town Clerk.

§ 121-5. Historic Preservation Commission. [Amended 5-16-2018 by L.L. No. 10-2018]

A. There is hereby created a commission to be known as the "Town of Amherst Historic Preservation Commission."

B. The Commission shall consist of seven (7) members. The Town of Amherst shall be the primary residence of each Commission member. Commission members shall serve terms of four years, with the exception of the initial term, in which four (4) members shall serve terms of four (4) years and three (3) members shall serve terms of two (2) years.

C. Appointment of Commissioners shall be made by the Town Board.

D. To the extent available in the Town of Amherst, the Commission should consist of the following:

(1) At least one (1) shall be an architect.

(2) At least one (1) shall be an historian.

(3) At least one (1) shall be a licensed real estate broker.

(4) At least one (1) shall be a licensed professional engineer.

(5) All members shall have demonstrated significant interest and commitment to the field of historic preservation.

(6) The Director of the Buffalo Niagara Heritage Village, or his/her designee shall be a nonvoting, *ex officio* member of the Commission and the designee shall be a resident of the Town of Amherst.

E. The Chairperson and the Vice Chairperson shall be elected by and from voting members of the Commission. The terms of office shall be two (2) years. If the Chairperson or Vice Chairperson cannot fulfill his or her term of office, a Chairperson or Vice Chairperson shall be elected by and from the membership to fulfill the remainder of the term until the next regular election.

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

F. If any Commissioner resigns or otherwise cannot fulfill his or her term of office, the Town Board shall appoint an interim member to serve the remainder of the term.

G. The Vice Chairperson shall ensure that minutes of all Commission meetings are suitably recorded, prepared and distributed.

H. The powers of the Commission shall include:

(1) To recommend designation of historic landmarks, sites and districts to the Town Board for its consideration.

(2) To advise and recommend to the Town Board on matters of employment of staff and professional consultants as necessary to carry out the duties of the Commission.

(3) To promulgate rules and regulations as necessary for the conduct of its business.

(4) To adopt criteria for the identification of significant historic architectural and cultural landmarks and or for the delineation of historic districts.

(5) To conduct surveys of significant historic, architectural and cultural landmarks within the Town.

(6) To make recommendations to the Town Board on the acceptance or donation of facade easements and development rights, the acquisition of facade easements and development rights or other interests in real property as necessary to carry out the purposes of this chapter.

(7) To increase public awareness of the value of historic, cultural and architectural preservation by developing and participating in education programs.

(8) To make recommendations to the Town Board concerning the utilization of state, federal or private funds to promote the preservation of landmarks and historic districts within the Town.

(9) To recommend acquisition of a landmark or structure by the Town where its preservation is essential to the purposes of this chapter and where private preservation is not feasible.

(10) To approve or disapprove applications for certificates of appropriateness, subject to review by the Building Commissioner pursuant to this Chapter.

I. The Commission shall meet at least monthly if any business is pending. Meetings may be held at any time on the written request of any two Commission members. The Commission must meet at least once quarterly.

J. A quorum for the transaction of business shall consist of a majority of the Commission members, but not less than a majority of the full authorized membership may grant or deny a certificate of appropriateness.

§ 121-6. Designation of historic landmarks, sites and districts. [Amended 5-16-2018 by L.L. No. 10-2018]

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A. The Commission may recommend designation of an individual property as a landmark, subject to Town Board approval, if it:

(1) Is associated with the lives of individuals or of people or of events significant in the national, state or local history.

(2) Embodies the distinctive characteristics of a type, a period or a method of construction.

(3) Represents the work of a master architect or designer or possesses high artistic values.

(4) Represents a significant or distinguished entity whose components may lack individual or special distinction.

(5) Because of a unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood.

B. The Commission may recommend designation of a property or a group of properties as an historic site, subject to Town Board approval, if it:

(1) Contains significant historical or cultural sites where buildings or structures no longer exist, such as a battlefield, a cemetery or a former transportation facility; or sites which may yield information important to area history or prehistory.

C. The Commission may recommend designation of a group of properties as an historic district, subject to Town Board approval, if it:

(1) Contains properties which meet one or more of the criteria for designation as a landmark; or

(2) Is an area that represents several periods or styles of architecture typical of different areas of history; or

(3) Is an area that has several buildings of the same architectural period or style and thus constitutes unified architectural streetscape consistency or a significant community uniformity of style; or

(4) Is an area connected with significant events or cultural happenings or development its involving ethnic, religious groups or other groups of special historical interest; and

(5) By reason of possessing such qualities, constitutes a distinct section of the Town of Amherst.

D. The boundaries of each proposed historic district designated henceforth shall be specified in detail and shall be filed, in writing, in the Town Clerk's office for public inspection.

E. Notice of a proposed designation shall be sent by the Town Clerk thirty (30) days prior to a public hearing to the owner(s) of any property(ies) proposed for historic designation. The notice shall describe the property proposed for designation, summarize the proposed action and announce the date, time and location of the

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

public hearing. A copy of the notice of proposed designation shall also be sent to the Town Board.

F. Once the Historic Preservation Commission has issued a notice of a proposed designation, no building permits shall be issued by the Building Commissioner except for emergency repairs until a final determination on the proposed designation has been reached. The Historic Preservation Commission shall provide a copy of any notice of proposed designation to the Building Commissioner.

G. The notice of proposed designation shall also be sent to the Town of Amherst Highway Department, the Town of Amherst Engineering Department, the Town of Amherst Planning Department, the Town of Amherst Assessor's Department, the Buffalo Niagara Heritage Village and any other Town department and/or county or state agency as appropriate. Each department/agency shall be given thirty (30) days from the date of transmission to provide comments on the proposed designation to the Historic Preservation Commission.

H. The Commission shall hold a public hearing prior to recommending designation of any landmark, historic site or historic district. The Commission, the property owner and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural or cultural importance of the proposed landmark or historic district. The record may also contain staff reports, public comments or other evidence offered outside of the hearing. A public hearing notice must be published by the Town Clerk in the Town's designated official newspaper at least fifteen (15) days prior to the hearing date.

I. The Commission will recommend to the Town Board the designation of an historic landmark, site or district. The Town Board will also conduct a public hearing prior to acting on the recommendation.

J. The Commission shall file notice of each property designated as a landmark and of the boundaries of each designated historic district with the Erie County Clerk's office, the Town of Amherst Clerk's office, the Town of Amherst Building Department, the Town of Amherst Planning Department, the Town of Amherst Highway Department, the Town of Amherst Engineering Department and the Town of Amherst Assessor's Department.

K. Minutes of any business conducted by the Historic Preservation Commission shall be placed on file in the Town of Amherst Clerk's office and will be posted to the Town's website.

§ 121-7. Certificates of appropriateness required.

No person shall carry out any exterior alteration, restoration, reconstruction, excavation, grading, demolition, new construction or moving of a designated landmark or property within an historic district, nor shall any person make any material change to such property, its light fixtures, signs, sidewalks, fences, steps, paving or other exterior elements which affect the appearance or cohesiveness of the landmark or historic district without first obtaining a certificate of appropriateness from the Historic Preservation Commission.

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§ 121-8. Criteria for approval of certificate of appropriateness.

A. In passing upon an application for a certificate of appropriateness, the Historic Preservation Commission shall not consider changes to the interior of buildings.

B. The Commission's decision shall be based upon the following principles:

(1) Features which contribute to the character of the historic landmark or district shall be retained with as little alteration as possible.

(2) Any alteration of existing features shall be compatible with its historic character as well as with the surrounding property.

(3) New construction shall be compatible with the property in which it is located and/or surrounding historic district.

C. In applying the principle of compatibility, the Commission shall consider the following factors:

(1) The general design, character and appropriateness to the property of the proposed alteration or new construction.

(2) The scale of proposed alteration or new construction in relation to itself, surrounding properties and the neighborhood.

(3) Texture, materials and color and their relation to the property itself, surrounding properties and the neighborhood.

(4) Visual compatibility with surrounding properties, including proportion of the property's front facade, proportion and arrangement of windows and other openings within the facade, roof shape and the rhythm of spacing of properties on streets, including setback.

(5) The importance of historic, architectural or other features to the significance of the property.

§ 121-9. Application for certificate of appropriateness.

A. Prior to the commencement of any work requiring a certificate of appropriateness, the owner shall file an application for such certificate with the Historic Preservation Commission. The application shall contain:

(1) The name, address and telephone number of the applicant.

(2) The location and photographs of the property.

(3) Elevation drawings of proposed changes, if available.

(4) Perspective drawings, including the relationship to adjacent properties, if available.

(5) Samples of color and/or materials to be used.

(6) Where the proposal includes signs or lettering, a scale drawing showing the type(s) of lettering to be used, all dimensions and colors, a description of

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

materials to be used, the method of illumination and a plan showing the sign's proposed location on the property.

(7) Any other information which the Commission may deem necessary in order to visualize the proposed work.

B. No building permit shall be issued for such proposed work until a certificate of appropriateness has first been issued by the Historic Preservation Commission. The Commission shall act to approve or deny a certificate of appropriateness within 65 days of the date upon which a completed application is filed with the Historic Preservation Commission. If the application is not acted upon within 65 days, the application shall be deemed approved. The applicant may request an extension of the decision deadline date if so desired. The certificate of appropriateness required by this chapter shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the Town of Amherst.

§ 121-10. Hardship criteria.

A. An applicant whose certificate of appropriateness for a proposed demolition has been denied may apply for relief on the grounds of hardship. In order to prove the existence of hardship, the applicant shall establish that:

(1) The property is incapable of earning a reasonable return regardless of whether that return represents the most profitable return possible.

(2) The property cannot be adapted for any other use permitted by Chapter 203, Zoning, which would result in a reasonable return.

(3) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.

B. An applicant whose certificate of appropriateness for a proposed alteration has been denied may apply for relief on the grounds of hardship. In order to prove the existence of hardship, the applicant shall establish that:

(1) The property is incapable of earning a reasonable return regardless of whether that return represents the most profitable return possible.

§ 121-11. Hardship application procedure.

A. After receiving written notification from the Commission of the denial of a certificate of appropriateness, an applicant may commence the hardship application process.

B. The Commission shall hold a public hearing on the hardship application, at which time an opportunity will be provided for proponents and opponents of the application to present their views.

C. The applicant shall consult in good faith with the Commission, local preservation groups and interested parties in a diligent effort to seek an alternative that will result in preservation of the property.

D. All decisions of the Commission shall be in writing. A copy shall be sent to the

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

applicant by registered mail, and a copy shall be filed with both the Town Clerk's office and with the Building Department. The Commission's decision shall state the reasons for granting or denying the hardship application.

E. No building permit or demolition permit shall be issued while the hardship application is pending. The Commission shall make a determination on whether a hardship exists. Building and demolition permits shall be issued in accordance with that determination.

§ 121-12. Maintenance and repair required.

A. Nothing in this chapter shall be construed to prevent the ordinary maintenance and repair of any architectural feature of a landmark or property within an historic district which does not involve a change in design, material, color or outward appearance.

B. No owner or person with an interest in real property designated as a landmark or included within an historic district shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any architectural feature which would, in the judgment of the Historic Preservation Commission, produce a detrimental effect upon the character of the historic district as a whole or the life and character of the property itself. Examples of such deterioration include:

(1) Deterioration of exterior walls or other vertical supports.

(2) Deterioration of roof or other horizontal members.

(3) Deterioration of exterior chimneys.

(4) Deterioration or crumbling of exterior stucco or mortar.

(5) Ineffective waterproofing of exterior walls, roofs or foundations, including broken windows or doors.

(6) Deterioration of any feature so as to create a hazardous condition which could lead to the claim that demolition is necessary for public safety.

§ 121-13. Administration and enforcement; display of certificate.

A. Administration. The Building Commissioner shall administer and enforce the provisions of this chapter. In connection with overseeing this responsibility, the Building Commissioner shall provide a permit procedure coordinated with the established building permit procedure.

B. Enforcement. All work performed pursuant to this chapter shall conform to any requirements included herein. It shall be the duty of the Building Commissioner to inspect periodically any such work to assure compliance. In the event that work is found that is not being performed in accordance with the certificate of appropriateness, the Building Commissioner shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the project as long as the stop-work order is in effect.

C. The certificate of appropriateness shall be displayed on the building in a location

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

conspicuously visible to the public while work pursuant to the certificate is being done.

§ 121-14. Penalties for offenses.

A. Any person who violates any provision of this chapter or any regulation adopted hereunder is guilty of an offense punishable by a fine not exceeding $250 or imprisonment for a period not to exceed 15 days, or both. Each week's continued violation shall constitute a separate violation.

B. Failure to comply with any of the provisions of this chapter shall result in the termination of any permits issued or any proceedings commenced under provisions of this chapter.

C. Any person(s) who demolishes, alters, constructs or permits a landmark to fall into a serious state of disrepair which results in a violation of this chapter shall be required to restore the property and its site to an appearance acceptable to the Historic Preservation Commission. Any action to enforce this subsection shall be brought by the Town Attorney upon authorization by the Town Board. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty.

§ 121-15. Appeals. [Amended 6-20-2011 by L.L. No. 18-2011; 5-16-2018 by L.L. No. 10-2018]

Any person aggrieved by a decision of the Historic Preservation Commission relating to designation, hardship, demolition permit application (see Chapter 151, Section 56 for related regulations) or a certificate of appropriateness may, within thirty (30) days of the filing of the decision in the Town Clerk's office, file a written application with the Town Board for review of the decision. The Town Board shall schedule a public hearing on the matter without unnecessary delay. The appeal of the Commission's decision may be based only upon the record and criteria utilized by the Commission to render its decision. If new information becomes available subsequent to the Commission's decision, a new application must be submitted to the Commission. The Town Board's decision on the appeal shall be considered final.

§ 121-16. Conflict with other provisions.

Where this chapter imposes greater restrictions than are imposed by the provisions of any law, ordinance or regulation, the provisions of this chapter shall apply. Where greater restrictions are imposed by any law, ordinance or regulation, such greater restrictions shall apply.

§ 121-17. Compliance required prior to action.

No decision to carry out or approve an action subject to the provisions of this chapter shall be rendered by any department, board, commission, officer or employee of the Town of Amherst until there has been full compliance with all requirements of this chapter. This shall not prohibit environmental, engineering, economic feasibility or other studies, preliminary planning or budgetary processes, nor the granting of an application relating only to technical specifications and requirements, but not authorizing

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

commencement of action until full compliance with this chapter has been met.

§ 121-18. Applicability.

This chapter shall apply to the entire area of the Town of Amherst, excluding that area within the corporate limits of the Village of Williamsville.

§ 121-19. Severability.

If any section, clause or provision of this chapter or the application thereof to any persons is adjudged invalid, the adjudication shall not affect other sections, clauses or provisions or the application thereof which can be sustained or given effect without the invalid section, clause or provision or application, and, to this end, the various sections, clauses or provisions of this chapter are declared to be severable.

§ 121-20. When effective.

This chapter shall take effect immediately.

Attachment: Friedman-Ltr-Kulpa-04-18-22 (COM-2022-34 : 725 LeBrun Road - Request for Building Permit)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Supervisor
DOC ID: 25725

COMMUNICATION 2022-35 **REFERRED**

The Village Ellicott Creek Dam Concern of Water Level

Email received by Supervisor Kulpa from the Law Offices of Howard Cadmus regarding the Villages responsibility to maintain the Ellicott Creek Dam, dated April 20, 2022.

4/25/2022
Referred to Town Attorney, Engineering, Planning, Facilities, Finance & Village of Williamsville.

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

[redacted]

From: [redacted]
Sent: Wednesday, April 20, 2022 1:02 PM
To: Kulpa, Brian J.
Subject: The Village. Ellicott Creek Dam

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.

Dear Mr. Kulpa,
I am reaching out to you in my capacity as an Amherst resident, Village business owner (Sweet Jenny's) and Williamsville historic property owner (The Mill). I believe that the Village has a moral and legal responsibility to maintain the dam. If they are unable to fulfill those responsibilities, the town of Amherst should step in because of the historical, financial and practical importance of the Dam. I can be reached to discuss this topic further by telephone or email. Thank you for your time and consideration.

Law Offices of Howard Cadmus
80 E. Spring Street
Williamsville, NY 14221
(716) 580-3921 Office
(716) 580-3922 Fax

Sent from my cell phone.

Attachment: Comm - Howard Cadmus Law Concern Ellicott Creek (COM-2022-35 : The Village Ellicott Creek Dam Concern of Water Level)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Supervisor
DOC ID: 25724

COMMUNICATION 2022-36 **REFERRED**

Concerns of Ellicott Creek's Current Water Levels

Email received by Supervisor Kulpa from Russell Moon, President of Jolly Boys of Williamsville regarding concerns of Ellicott Creek's current water levels.

4/25/2022
Referred to Town Attorney, Engineering, Planning, Facilities, Finance & Village of Williamsville.

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

[redacted]

From: Russ Moon [redacted]
Sent: Wednesday, April 20, 2022 8:36 AM
To: Kulpa, Brian J.
Subject: Ellicott Creek

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.

Brian,

As I represent the Jolly Boys of Williamsville and we use the Village Island Park for our biggest fund raiser if the year. We have some safety and security concerns as to the current water levels that surround the island.
As far as safety is concerned with the low water levels as they exist even after the winter thaw, those creek beds will become breading grounds for insects and vermin. We fear it will also attract more animals not normally in the affected areas.

Security wise, the running creek water provides a barrier for people crossing to the island during and after hours of our event. We provide security at the bridge which is a control point for entrance and exit of the island. The team checks bags as necessary for banned items such as Alcohol,Drugs and Weapons. This all helps with the safety of our community and the integrity of the event. The current condition of the creek makes this a difficult endeavor to secure and monitor the events on the island during our event

Thank you for reading this and hearing our concerns.

Russell Moon
President
Jolly Boys Of Williamsville

Sent from my iPhone

Attachment: R Moon Jolly Boys Concern Re Ellicott Creek Water Levels (COM-2022-36 : Concerns of Ellicott Creek's Current Water Levels)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
DOC ID: 25665

COMMUNICATION 2022-37 **REFERRED**

Notice of Claim: Bridget Prichard Vs. Town of Amherst

4/25/2022
Referred to Town Attorney.

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

Bridget Prichard
[redacted]
2016 Ford Explorer- Plate #[redacted]

On 12/8/21 I made a right off Main St. into the Amherst parking lot. I saw a Town of Amherst Truck that was plowing the lot backing up across the lot which was about 230 Ft. from me. I stopped my vehicle next to the Town of Amherst Building to wait for him before I continued driving to the Village Hall lot. The driver of the Amherst vehicle was backing up quickly and by the time I realized he was not going to stop I hit my horn and started to back my vehicle up to get out of his way, but because he was coming to quickly I could not back up in time and he backed into the front passenger corner of my vehicle. Robert Klumpp, the driver of the Amherst vehicle told me he did not see my vehicle, and called the Amherst police.

My car was at a stop about 230 Ft away from the Amherst vehicle. The Amherst vehicle had plenty of time to see my vehicle.

I asked the driver for his insurance information, and the driver told me he didn't have an insurance card and I needed to submit the report to Amherst. The police officer also advised me to submit the police report to Amherst.

I went to Amherst website to find information on filing a claim but could not find what I needed so I began calling different numbers. The Village administrator Judy Kindron also began looking into who I needed to speak to.

After calling multiple numbers I finally spoke to a clerk who took my info and said she would find out what I needed to do and call me back. She called me back and told me to submit a vehicle estimate, and the police report to the Amherst Attorney's office.

I had a vehicle estimate scheduled after Christmas but my family, [redacted] This is a business vehicle and the owner, my finance was finally able to get the vehicle in on March 30, 2022. That day he dropped the estimate off to me at Village Hall and I called the Amherst Attorney's office to see how to submit it. I received no call back. I left another message and on 4/7/7/22 received a call back. I was told I needed to submit a claim. Then I was told I only had 90 days to submit a claim. I began making calls and looking into this the day after it happened. The vehicle owner contacted his insurance the day after it happened. I was not told at any point I needed to submit a claim to Amherst or it would have been done the day after it happened.

Please contact me at,
Village Of Williamsville
5565 Main St
Williamsville, NY 14221
716-632-7747

Thank you,
Bridget Prichard

Bridget Prichard

State of New York }
} ss
County of Erie }

On the 8 day of April in the year 2022 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Colleen Poules
Notary Public for New York State

COLLEEN POULES
Notary Public, State of New York
Reg. No. 01PO6392195
Qualified in Erie County
Commission Expires 5-20-2023

RECEIVED
Amherst Town Clerk
APR 08 '22 PM 2:14 RCVD

Attachment: DOC040822-04082022140359 (COM-2022-37 : Notice of Claim: Bridget Prichard Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
DOC ID: 25678

COMMUNICATION 2022-38 **APPROVED**

Notice of Claim: Colin Blatz Vs. Town of Amherst

4/25/2022
Referred to Town Attorney.

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

4/15/2022

To whom this concerns,

My name is Colin Blatz and this letter is to file a claim against the town to recoup the losses on the damage done to my vehicle by a town snowplow. The incident in question occurred on January 17th, 2022 in front of 41 Meadow Stream Drive. At roughly 9:00 am my car, a 2004 Infiniti G35, was parked on the side of the road in front of a friend's house that I was helping clear the driveway of during a large snowstorm. As we were shoveling and clearing the driveway, I noticed a town plow coming down the road. The plow was going down the side of the road opposite where I was parked. The plow was heading west on Meadow Stream Drive and my car was parked on the south side of the road. The south side of the road was already recently plowed so I was out of the way. As I saw the plow, I started to head toward my car to move it just to be sure the plow would not come close to it. As I headed from the driveway, where I was shoveling, towards my car the plow decided to not wait for the extra room and decided they have enough room to pass my car.

As the plow was passing my vehicle, it began to veer too far south on the road causing the metal plow to scrape my passenger side door and well as the mirror. It scratched the paint on the door, the mirror, and ruined some of the exterior moldings. The police report detailing this has the local code of 22-202459 RJAM17F1D1CM. The driver's name was Ryan J Aronica and the plate for the plow was 59374798. I have included images of some of the damages to my car as well as images of the plow truck that hit me. Included is also the estimate that my insurance company, Progressive, provided after the accident on the damages that needed to be repaired. When the shop got my car to start the repairs, they found an additional $300 worth of damages.

I am seeking $1000 to recoup the losses for the repair of my vehicle after I was struck by a plow while parked on the side of the already plowed road. I believe I should not be held financially accountable for the misjudgment of an employee of the town.

I can be reached at [redacted] or by mail at [redacted]

Thank You,

Colin Blatz

PAULETTE R RIEDERER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RI6252320
Qualified In Erie County
My Commission Expires December 06, 2023

4/15/22.

APR 18 '22 PM 2:42 RCVD

Attachment: DOC041922-04192022085959 (COM-2022-38 : Notice of Claim: Colin Blatz Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
DOC ID: 25685

COMMUNICATION 2022-39 **REFERRED**

Notice of Claim: Thomas E. Lewin Vs. Town of Amherst

4/25/2022
Referred to Town Attorney.

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

NOTICE OF CLAIM

CLAIMANT IS: THOMAS E. LEWIN
25 LAWRENCE LANE
WILLIAMSVILLE, NY 14221

CLAIM: Claimant is the homeowner at 25 Lawrence Lane. On 2/14/22 the Town of Amherst sewer line backed up causing raw sewage to flood crawl space at 25 Lawrence Lane. A restoration service was employed to mitigate this health hazard. Claimant is seeking reimbursement from the Town of Amherst for cost of cleaning and sanitizing the crawl space.

I certify that all information contained in this notice is true and correct to the best of my knowledge and belief. I understand that the willful making of a false statement of material fact herein will subject me to criminal penalties and civil liabilities.

Sworn to by: _____
Thomas E. Lewin

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

On the 14th day of April in the year 2022, before me, the undersigned, a Notary Public, personally appeared Thomas E. Lewin, personally known to me and proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

APR 19'22 AM 11:32 RCVD

Andrea Zolnowski
Notary Public

ANDREA ZOLNOWSKI
01ZO6093563
Notary Public, State of New York
Qualified in ERIE County
My commission expires JUNE 2nd, 2023

Attachment: DOC041922-04192022140926 (COM-2022-39 : Notice of Claim: Thomas E. Lewin Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
DOC ID: 25695

COMMUNICATION 2022-40 **REFERRED**

Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.

4/25/2022
Referred to Town Attorney.

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

TERRENCE R. BALDWIN,
[redacted]

Claimant,

NOTICE OF CLAIM

vs.

Claim No.

TOWN OF AMHERST,
5583 Main Street
Williamsville, New York 14221, and

TOWN OF AMHERST POLICE DEPARTMENT,
500 John James Audubon Parkway
Amherst, New York 14228,

Respondent.

TO: TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221, and

TOWN OF AMHERST POLICE DEPARTMENT,
500 John James Audubon Parkway
Amherst, New York 14228

PLEASE TAKE NOTICE, that TERRENCE R. BALDWIN does hereby make a claim against the TOWN OF AMHERST and THE TOWN OF AMHERST POLICE DEPARTMENT, and in support of such claim does state the following:

1. The name and post office address of the claimant is as follows: Terrence R. Baldwin, [redacted]

Attachment: DOC042022-04202022100650 (COM-2022-40 : Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

2. The attorneys for the claimant are Gibson, McAskill & Crosby, LLP, 69 Delaware Avenue, Suite 900, Buffalo, New York 14202.

3. The claim is one against the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT for personal injuries sustained by the claimant, TERRENCE R. BALDWIN, on March 9, 2021

4. The facts and circumstances of this claim are as follows: that on March 9, 2021, at approximately 11:00 p.m., while the claimant was lawfully operating a 2015 Volvo motor vehicle, registered and titled to him, and bearing New York State license plate number JDH8509, on Bailey Avenue, at or near its intersection with Minnesota Avenue, in the City of Buffalo, County of Erie, State of New York, said vehicle was involved in a collision with a motor vehicle registered and titled to Debra Brillhart, and operated by Jaquan Hunt, causing Claimant to sustain serious and permanent injuries. More specifically, at the above-listed date and time, the vehicle registered and titled to Debra Brillhart, and operated by Jaquan Hunt, was traveling at a high rate of speed in the southbound direction on Bailey Avenue in the City of Buffalo, County of Erie, State of New York, at or near its intersection with Minnesota Avenue, and did veer into oncoming traffic, thereby striking the vehicle Claimant was operating, which was stopped at the traffic control device facing in the northbound direction on Bailey Avenue, which then caused Claimant's vehicle to strike a third vehicle that had also been stopped at the traffic control device facing in the northbound direction on Bailey Avenue.

5. Upon information and belief, at the time of the incident at issue, the vehicle registered and titled to Debra Brillhart, and operated by Jaquan Hunt, was involved in a high-speed pursuit with a patrol car/motor vehicle registered and titled to respondent TOWN OF AMHERST and/or TOWN OF AMHERST POLICE DEPARTMENT, and operated by a Town of Amherst

Attachment: DOC042022-04202022100650 (COM-2022-40 : Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

police officer that was acting within the course and scope of his employment with respondent TOWN OF AMHERST and/or TOWN OF AMHERST POLICE DEPARTMENT.

6. Upon information and belief, the injuries to Claimant were caused by the negligence, carelessness and recklessness of respondents, TOWN OF AMHERST and/or TOWN OF AMHERST POLICE DEPARTMENT in their operating the aforementioned patrol vehicle at an excessive rate of speed; in operating said patrol vehicle at an excessive rate of speed in view of the conditions and circumstances present at the time and place aforementioned; in failing to keep said patrol vehicle under control at all times; in failing to keep a sufficient and proper lookout; in failing to perceive, recognize, mitigate and eliminate the unacceptably high risk and likelihood of harm and danger while traveling at a high rate of speed on the roadways within the City of Buffalo; in failing to use reasonable care in controlling the operation and direction of said patrol vehicle; in failing to obey the traffic control devices, signs and/or pavement markings provided for motor vehicle traffic traveling on the roadways within the City of Buffalo; in failing to yield the right of way; in failing to properly observe motor vehicle traffic; in failing to make necessary observations, to take proper precautions, and/or to give adequate warnings to the claimant and those similarly situated; in failing to obey the traffic control devices which govern the intersection; in failing to properly and adequately maintain said patrol vehicle while driving the same upon the highways of the State of New York; in failing to take necessary precautions and/or actions to avoid collision with the claimant; in maintaining and operating said motor vehicle while the same was defective, unsafe, unfit, in a state of disrepair, and/or lacking the proper, necessary and lawfully required equipment for the safe operation and use of motor vehicles upon the roadways of the State of New York; in operating said patrol vehicle in such a manner that it unreasonably interfered with the free and proper use of the public highway or unreasonably endangered users of the public highway; in

Attachment: DOC042022-04202022100650 (COM-2022-40 : Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

operating said patrol vehicle recklessly and in gross disregard for the safety and welfare of other users of the public highway; in failing to perceive the substantial and unjustifiable risks associated with the aforesaid negligence thereby constituting deviation from the standard of care that a reasonable police officer would have observed under the same or similar circumstances; in operating said patrol vehicle in violation of the Vehicle & Traffic Laws of the State of New York; in violating New York State Vehicle & Traffic Law section 1104; in failing to slow down while approaching and/or entering an intersection as was necessary for the safe operation of the subject patrol vehicle; in failing to stop prior to entering an intersection as was necessary for the safe operation of the subject patrol vehicle; in exceeding the maximum speed limit when it was reasonably foreseeable doing so would endanger life or property; in recklessly disregarding regulations governing direction of movement or turning in specified directions; in failing to operate the subject patrol vehicle with audible signals engaged and sounded by bell, horn, siren, electronic device or exhaust whistle as was reasonably necessary under the circumstances then and there existing; in failing to operate the subject patrol vehicle with at least one lighted lamp displayed and visible from any direction within a distance of 500 feet from said patrol vehicle; in failing to operate the subject patrol vehicle with due regard for the safety of others including the claimant and others similarly situated; in operating the subject patrol vehicle in reckless disregard for the safety of others including the claimant and those similarly situated; in failing to use due care in the operation of the subject patrol vehicle; in failing to engage the emergency lights and/or siren on the subject patrol vehicle while engaged in the response being performed at the time of the subject collision; in negligently and recklessly failing to exercise due regard for the safety of the claimant and those similarly situated; in failing to operate the subject patrol vehicle cautiously, at a reasonable and prudent speed, and while maintaining control of said vehicle at all times; in

Attachment: DOC042022-04202022100650 (COM-2022-40 : Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

operating the subject patrol vehicle in a reckless manner; in failing to engage the emergency lights and/or sirens on the subject patrol vehicle while performing an emergency response; in failing to engage the emergency lights and/or siren on the subject patrol vehicle while exceeding the maximum speed limit; in operating the subject patrol vehicle recklessly in exercising the privilege granted by New York State Vehicle and Traffic Law section 1104 thereby resulting in the injuries sustained by the claimant; in operating the subject patrol vehicle outside of and beyond the scope of the privilege granted under NYS Vehicle and Traffic Law section 1104; in operating the subject patrol vehicle in a manner not privileged by NYS Vehicle and Traffic Law section 1104 and or alternatively operating said patrol vehicle within one or more of the four categories of privileged conduct prescribed under NYS Vehicle and Traffic Law section 1104 without due regard for the safety of others and in reckless disregard for the safety of others including the claimant and those similarly situated; in operating the subject patrol vehicle in violation of the Town of Amherst and/or the Town of Amherst Police Department Manual of Policies and Procedures regarding the operation of patrol vehicles including, but not limited to, emergency operations; in failing to exercise due care to avoid collisions with oncoming traffic; in engaging in a high-speed pursuit against Town of Amherst Police Department policy, procedure, instruction, guidance, direction, and/or directive; in avoiding the intersection traffic control devices; in failing to exercise proper care, supervision, instruction, control and guidance of said Respondents, their police officers, agents, servants, representatives and/or employees while acting within the course and scope of their employment; in negligently employing, engaging, hiring, directing, controlling and/or supervising police officers, agents, servants, representatives and/or employees who lacked the requisite knowledge, experience, training, instruction, skill and/or ability to adequately, properly and safely maintain and operate the aforementioned patrol vehicle upon the highways and/or

Attachment: DOC042022-04202022100650 (COM-2022-40 : Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

roadways, thereby creating an inherently dangerous and hazardous condition; and were otherwise negligent, reckless, careless, willful and wanton in said collision and the resulting injuries to the Plaintiff as hereinafter alleged.

Further, respondents, TOWN OF AMHERST and/or TOWN OF AMHERST POLICE DEPARTMENT, as the owner of the patrol vehicle involved in the high-speed pursuit, is vicariously liable for any and all acts of negligence, carelessness and recklessness committed by the operator of said vehicle during his/her use and operation of said motor vehicle.

Additionally, respondents, TOWN OF AMHERST and/or TOWN OF AMHERST POLICE DEPARTMENT, as the employer of the police officer operating the patrol car involved in the high-speed pursuit, are vicariously liable for any and all acts of negligence, carelessness and recklessness committed by said police officer while within the course and scope of his employment with respondents, TOWN OF AMHERST and/or TOWN OF AMHERST POLICE DEPARTMENT

7. As a result of the March 9, 2021 collision, Claimant sustained serious and permanent injuries to his neck and back, including, but not limited to, C4-5, C5-6, C6-7 anterior discectomy and fusion with interbody fusion device, allograft bone, right iliac crest bone marrow aspirate, and cervical plating, performed by Dr. William N. Capicotto on June 7, 2021.

8. Thus, as a result of the aforesaid incident and resulting injuries the claimant, TERRENCE R. BALDWIN, claims damages against the TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT in an amount in excess of the jurisdictional limit.

Attachment: DOC042022-04202022100650 (COM-2022-40 : Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

WHEREFORE, claimant, TERRENCE R. BALDWIN, requests that, respondents, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, honor and pay the claims on behalf of Claimant in excess of the jurisdictional limit.

Dated Buffalo, New York
April 18, 2022

TERRENCE R. BALDWIN

GIBSON, McASKILL & CROSBY, LLP

By: _____
Charles S. Desmond, II Esq.
Attorneys for Claimant
69 Delaware Avenue, Suite 900
Buffalo, New York 14202
Telephone: (716) 856-4200

Attachment: DOC042022-04202022100650 (COM-2022-40 : Notice of Claim: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 04/25/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25732 **RESOLUTION 2022-443** **ADOPTED**

Award Bid #2022005 – Organic Polymer Flocculant

Suspension to Town Board Agenda Item April 25, 2022

TO: **Amherst Town Board**

FROM: **Lynda L. Juul, Director of Finance**

DATE: **April 22, 2022**

RE: **Award Bid #2022005 - Organic Polymer Flocculant**

WHEREAS, the Contract Compliance and Administration Department received bids on February 24, 2022 for Bid #2022005 Organic Polymer Flocculant; and

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

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

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the contract with Solenis LLC, pending successful completion of the contract routing process, due to the fact that the department is currently without a contract.

4/25/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Account #G9916-4810

Amount TBD

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