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, May 23, 2022 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Supervisor Kulpa

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on May 23, 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	Absent	
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	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Angela Rossi	Town of Amherst	Director of Economic Development	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	

V. MINUTES APPROVAL

1. Monday, May 09, 2022

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Proclamation presented for the naming of Melvin & Mitchel Spoth Way

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2022-502

2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000)

AGENDA ITEM : MAY 23RD, 2022

TO: **Town Board**

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

DATE: **May 16, 2022**

RE: **2022 Waterline Replacements - Bauman Road**
2022-2027 C.I.P. - Project No. E-30
Public Hearing and Bond Resolution - $410,000

The above-referenced matter is scheduled for a Public Hearing on May 23, 2022 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.
SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk

(w/attachment, **Agenda Item - May 23, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Marc A. Bellacose, Junior Municipal Engineer (*w/attachment*)

5/23/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was opened at 7:11 PM.

Jeffrey S. Burroughs, Town Engineer, presented.

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 7:13 PM.

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved via Roll Call vote 4-0.

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

2. Resolution 2022-503

2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000)

AGENDA ITEM : MAY 23RD, 2022

TO: **Town Board**

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

DATE: **May 16, 2022**

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

The above-referenced matter is scheduled for a Public Hearing on May 23, 2022 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.
SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 23, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Vaishali Reberholt, PE, CPESC (*w/attachment*)

5/23/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was opened at 7:14 PM.

Jeffrey S. Burroughs, Town Engineer, presented.

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 7:16 PM.

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 4-0.

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

3. Resolution 2022-504

Eggertsville Drainage Improvements (Bond Resolution - $875,000)

TO: Town Board

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

DATE: May 16, 2022

RE: Eggertsville Drainage Improvements
2022-2027 C.I.P. - Project No. E-26
Public Hearing and Bond Resolution - $875,000

The above-referenced matter is scheduled for a Public Hearing on May 23, 2022 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.
SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 23, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Sarah Burow, Senior Engineer Assistant (*w/attachment*)

5/23/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was opened at 7:17 PM.

Jeffrey S. Burroughs, Town Engineer, presented.

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was closed at 7:19 PM.

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 4-0.

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

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2022-444

Adoption of Local Law to Amend Conditions of Zoning Approval (7078 Transit Road, Z-1997-12A)

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 March 17, 2022 that the Request for Relief of Conditions of Zoning Approval at 7078 Transit Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Conditions of Zoning Approval subject to the following conditions as recommended by the Planning Board:

1. That no billboards be permitted.
2. That the use of the property not entail repair of vehicles, including collision or painting, or dispensing of fuels.
3. That no vehicular access be allowed to McKinley Drive
4. That a 6-foot stockade fence be maintained along the rear of the property line.

5/9/2022

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was opened at 7:14 PM.

Attorney Jeff Palumbo from Barclay Damon presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the May 23rd Town Board meeting, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was closed at 7:17 PM.

5/23/2022

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0.

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

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 (6), 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 Councilmember Szukala and unanimously approved 4-0. Public Expression was opened at 7:21 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Szukala and unanimously approved 4-0. Public Expression was closed at 7:21 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BERGER:

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

1. Resolution 2022-505

Glen Park Joint Board Appointment

WHEREAS, the Glen Park Joint Board (GPJB) oversees the maintenance and improvement of Glen Park, dedicated to fostering a clean, safe, and enjoyable environment through water quality, landscaping and nature education initiatives that enhance and improve the quality of life in both the Village of Williamsville, and the Town of Amherst, while protecting the historic character of the park, its natural beauty and its sense of community; and

WHEREAS, the GPJB shall consist of nine (9) members, five (5) appointed by the Williamsville Village Board and four (4) by the Amherst Town Board, each member serving three (3) year terms to conclude on June 30 of the designated year; and

WHEREAS, members may be re-appointed, but in the event of a vacancy, the appointing board shall fill the remaining duration of the term; and

WHEREAS, Frank Jaworski has served in the GPJB and would like to continue serving.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Frank Jaworski to the Glen Park Joint Board for a term to conclude June 30, 2025.

5/23/2022
Consent

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

2. Resolution 2022-506

Recycling & Waste Committee Appointment

WHEREAS, the purpose of the Amherst Recycling & Waste Committee (R&W) is to advise the Amherst Town Board on all aspects of municipal solid waste affecting the Town and to monitor, make recommendations regarding the Town's activities relating to environmental issues which affect or impact the residents; and

WHEREAS, to also investigate methods of recycling, waste stream reduction, household hazardous waste collection and consider new technologies for handling municipal solid waste; and

WHEREAS, the Recycling & Waste Committee meets monthly to review and advise the Town Board accordingly; and

WHEREAS, the Recycling & Waste Committee consists of a maximum of twelve (12) members appointed by the Town Board majority to serve a three (3) year term; and

WHEREAS, members' terms will expire on a staggered schedule to maintain consistency on the board with information and history shared as needed; and

WHEREAS, the R&W currently has a Board of eight (8) members, who shall continue to serve until their term of appointment expires, as follows:

Phil Herzrun, Chairman (C), term expires 12/31/2022
John Szalasny, Vice-Chair (V-C), term expires 12/31/2022
Sashti Balasundaram, Member (M), term expires 12/31/2023
John Hannon (M), term expires 12/31/2022
Judy Hendee (M), term expires 12/31/2022
Don Kuhn (M), term expires 12/31/2024

Eustace Mendez (M), term expires 12/31/2023
Jean Neff (M), term expires 12/31/2024; and

WHEREAS, the Members of the Committee shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHEREAS, as Superintendent of Highway, Pat Lucey will serve in the capacity of a resource person (O) to the Committee till his term has concluded.

WHEREAS, Diane Anderson has attended R&W meetings and has expressed interest to continue serving on the R&W Committee.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Don Kuhn and Jean Neff to the Amherst Recycling & Waste Committee, each for terms to conclude on December 31, 2024.

5/23/2022
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-507

Sutton Place Preservation Limited Partnership Trust (TOA IDA)

TO: **Town Board**

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

DATE: **May 16, 2022**

RE: **Sutton Place Preservation Limited Partnership Trust**
Town of Amherst Industrial Development Corporation

Kindly adopt a resolution authorizing the issuance of tax exempt bonds by the Town of Amherst Industrial Development Corporation to acquire and renovate a facility located at 113 Travers Boulevard as per the attached letter from bond counsel for the Town of Amherst Industrial Development Corporation and accompanying tax-exempt bond resolution.

This is not a debt of the Town nor will the Town have any other obligation on said bonds.

Authorization of this matter is pending final review by the Town Attorney's Office.

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item : May 23, 2022**)
Terrence M. Gilbride, Esq. (*w/o attachments, via E-Mail)*

5/23/2022
Consent

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

2. Resolution 2022-508

Appointment of Supervisor as Marriage Officer

AGENDA ITEM : MAY 23rd, 2022

TO: **Town Board**

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

DATE: **May 16, 2022**

RE: **Appointment of Supervisor as Marriage Officer**

WHEREAS, the Supervisor receives requests from residents to officiate their marriage ceremonies;

THEREFORE BE IT RESOLVED that the Town Supervisor, Brian J. Kulpa, be appointed as a Marriage Officer as detailed in Domestic Relations Law Section 11-C; and

BE IT FURTHER RESOLVED that the appointment of the Town Supervisor as Marriage Officer will take effect immediately and end at the expiration of his term as the Town Supervisor; and

BE IT FURTHER RESOLVED that the Marriage Officer shall not receive a salary for serving in this capacity.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - May 23, 2022**)

5/23/2022
Consent

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

3. Resolution 2022-509

Settlement of Article 7 - 111 Saint Gregory Court LLC

AGENDA ITEM : MAY 23rd, 2022

TO: **Town Board**

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

DATE: **May 18, 2022**

RE: **Settlement of Article 7 Matter**
111 Saint Gregory Court, LLC

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 23, 2022**)
Emily Murphy, Town Assessor

5/23/2022

Consent

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

4. Resolution 2022-510

Settlement of Article 7 3140 Sheridan Drive LLC, Alberta Properties, L.L.C. & Sheridan/Carmen LLC

AGENDA ITEM : MAY 23rd, 2022

TO: **Town Board**

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

DATE: **May 18, 2022**

RE: **Settlement of Article 7 Matter**
3140 Sheridan Drive LLC, Alberta Properties, L.L.C. &
Sheridan/Carmen, LLC

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 23, 2022**)
Emily Murphy, Town Assessor

5/23/2022
Consent

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

B. TOWN CLERK:

1. Resolution 2022-511

Standard Work Day and Reporting Resolution

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

See attached.

5/23/2022
Consent

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

2. Resolution 2022-512

Amusement License - the Boulevard Federal Credit Union

Request by The Boulevard Federal Credit Union for a First Class Amusement License to hold a craft fundraiser at 2787 Niagara Falls Blvd. on Saturday August 13, 2022 from 10:00am to 4:00pm.
Supervising Code Enforcement Officer recommends a fee of $50.00

The following conditions apply:

1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. All temporary power must be code compliant.
4. Bathroom facility must be made available & accessible.

5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.
10. The use of tents in excess of 400 sq. feet will require a tent permit.

5/23/2022
Consent

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

3. Resolution 2022-513

Amusement License - 12 Gates Brewing Company

Request by 12 Gates Brewing Company for a First Class Amusement License to hold an event on June 4, for an annual Beer and Music Festival at 80 Earhart Drive.
Supervising Code Enforcement Officer recommends a fee of $50.00.

The following conditions apply:

1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. All temporary power must be code compliant.
4. Bathroom facility must be made available & accessible.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for the guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with the Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
10. Tents over 400 Sq. Feet will require a fire prevention permit.
11. Inspections will be required by the Fire and Electrical Inspectors on 06/03/2022.

5/23/2022
Consent

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

4. Resolution 2022-514

Amusement License - Benderson Development Company

Request by Benderson Development for a First Class Amusement License to hold the following events at 1565-1703 Niagara Falls Boulevard:

The Great Outdoors - 6/4/2022
Fourth of July Celebration - 07/02/2022
Carnival Spectacular - 08/06/2022
Superhero Day - 09/03/2022

Supervising Code Enforcement Officer recommends a fee of $200.00.

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
3. All temporary power must be code compliant
4. Bathroom facility must be made available & accessible.
5. Off street parking must be available and on site accessible parking must be maintained.
6. Fire Department access must be maintained at all times in the event of an emergency.
7. Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
8. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
9. Mobile Food Vendors are required to have a Town of Amherst License.

5/23/2022
Consent

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

5. Resolution 2022-515

New Firefighter for Getzville Fire Company

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

Matteo Milazzo
213B South Lake Village
Buffalo, NY 14261

5/23/2022
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2022-516

Budget Transfers and Amendments

For May 23, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 5/18/2022

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:***
G9000.4110 Contractual $386.02	G9000.9000 Transfers $386.02
KP2130.4971 Design Exp. $20,990.00	KP2130.4972 Construction $20,990.00

Requested per Department to modify KP2130 budget for additional construction expense.

A1990.4000 Contingency $31,361.81	A1110.1850 Lump Sum Retirement $16,185.75
	A1110.1881 Health Ins. Bank $12,947.37
	A1110.8030 FICA $2,228.69

To transfer funds budgeted in contingency for lump sum payments for retirement from Town Court.

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
KP2130.05031 Interfund Transfers $386.02	KP2130.4972 Construction Exp $386.02

Requested per Department to modify KP2130 budget for additional construction expense.

N2123.02785 CDBG & VG PI $11,144.80	N2123.4000 Admin $11,144.80
N2125.02785 CDBG & VG Admin $2,786.20	N2125.1000 Personal Services $2,573.06
	N2125.8030 FICA $213.14

To recognize Community Development program income from 64 Kingsgate, Amherst.

N2144.02785 New Construction - PI $5,085.00	N2144.4000 Contractual $5,085.00
N2149.02785 HOME Admin- PI $565.00	N2149.4003 Admin $565.00

To recognize Community Development program income from 25 Lordan, Cheektowaga.

N2144.02785 New Construction - PI $4,500.00	N2144.4000 Contractual $4,500.00
N2149.02785 HOME Admin- PI $500.00	N2149.4003 Admin $500.00

To recognize Community Development program income from 107 Bright, Cheektowaga.

D5112.03507 Paving - CHIPS - State Aid $482,600.57	D5112.2800 Paving - CHIPS $482,600.57

To adjust the Paving - CHIPS funding budget for rollover amount, PAVE NY, and EWR per award letter.

N2140.02785 Amherst HOME Rehab $170.00	N2140.4000 Contractual $170.00

To recognize Community Development program income from 169 Hillcrest, Amherst.

N2123.02785 CDBG & VG PI $150.00	N2123.4000 Admin $150.00

To recognize Community Development program income from 299 Harding Rd, Amherst.

5/23/2022
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2022-517

Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323

WHEREAS, the Town has a need for a contract for General Construction and Maintenance Services to allow for such projects to be completed in a timely manner; and

WHEREAS, Erie County Bid #A218160-002 with Rodriguez Construction Group covers those types of services; and

WHEREAS, due to the nature of the contract (overhead and profit as a % of construction and maintenance costs), all work performed will be overseen by the Building Maintenance (Facilities) Dept.;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Agreement with Rodriguez Construction Group for participation in the Erie County contract for General Construction and Maintenance Services.

5/23/2022
Consent

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

2. Resolution 2022-518

Authorize Participation in Erie County Contract for Door Repairs - CRS #3358

WHEREAS, Erie County has a contract with Willett Builders, Inc. (Bid #220199-002) for Door Repairs on an "as needed" basis to man doors, including new door installation; and

WHEREAS, the Town wishes to participate in the contract as an alternate source for door repair and replacement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Agreement with Willet Builders, Inc. for participation in the Erie County contract.

5/23/2022
Consent

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

3. Resolution 2022-519

Award Bid #2022012 - Tax Bill Processing - CRS #3370

WHEREAS, the Contract Compliance and Administration Department received bids on May 5, 2022 for Bid #2022012 - Tax Bill Processing; and

WHEREAS, the bid process resulted in responses from one (1) vendor, 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 DXO Communications of Buffalo, Inc., 4444 Broadway, Suite 2, Depew, NY 14043; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with DXO Communications of Buffalo, Inc.

5/23/2022
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

1. Resolution 2022-520

Adoption of the Advance Amherst Recovery Plan as the Town of Amherst's Official Recovery Plan

WHEREAS, the Supervisor and Unified Command activated the Amherst Emergency Operations Center at the start of the COVID-19 Pandemic on March 15, 2020; and

WHEREAS, the Emergency Operations Center (EOC) was tasked with developing a Town recovery plan that outlines actions the Town can take to address impacts from the COVID-19 Pandemic and accelerate the Town's pace of recovery; and

WHEREAS, over the last two years the EOC has worked with numerous community stakeholders and evaluated potential economic and social impacts of the Pandemic to prepare the Advance Amherst Recovery Plan; and

WHEREAS, The Planning Department has reviewed the Advance Amherst Recovery Plan 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; now therefore be it

RESOLVED, the Town Board of the Town of Amherst adopts the Advance Amherst Recovery Plan as the Town's official Recovery Plan, as a means to lend guidance on Town actions and priorities, as it emerges from the impacts of the COVID-19 Pandemic.

5/23/2022
Consent

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

K. ENGINEERING:

1. Resolution 2022-521

2022 (Year 19) Stormwater Annual Report

The Engineering Department is requesting that the Town Board authorize the Town Supervisor to sign the attached Municipal Compliance Certification (MCC) Form that will accompany the Town of Amherst's 2022 (Year 19) Stormwater Management Program Annual Report to the NYSDEC.

The Engineering Department additionally requests that a public announcement be made indicating the draft version of the Annual Report is available for public review and comment prior to the reports submission in June. Hard copies of the draft version will be available at the Engineering Department. The draft report will also be available electronically on the Town's Website.

There is no cost associated with the signing of the MCC or the submission of the Annual Report.

Thank you for considering this request.

5/23/2022
Consent

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

2. Resolution 2022-522

Erie County Piggyback Contract - D & W Diesel Trucks & Heavy Equipment Parts & Repair CRS No. 3391

The Engineering Department is requesting the Town Board authorize the attached piggyback contract from Erie County Bid 222028-004 with D&W Diesel for Trucks & Heavy Equipment Parts & Repairs. The contract will be effective from the date of execution through March 31, 2023.

This contract will be available for Townwide use and the amount is to be determined.

This is pending successful completion of the contract review process.

Thank you for considering this request.

5/23/2022
Consent

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

3. Resolution 2022-523

Award of Bid - Highway Department Sale of Surplus Asphalt Millings American Paving & Excavating, Inc.

Upon direct solicitation of more than 30 vendors, one (1) sealed bid was received on May 12, 2022, for the above referenced project. After review of the bid, we recommend award of the contract to American Paving & Excavating, Inc., 5880 Thompson Rd., Clarence Center, NY 14032, based on their bid of $14,485.00 for the purchase and removal of 14,000 tons of millings from the Highway Department.

Monies received from the sale of these millings is to be deposited into the Highway Millings Revenue account number D5112-02651.

May I please have your approval to award American Paving & Excavating, Inc. the above referenced contract?

Thank you for considering this request.

5/23/2022
Consent

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

4. Resolution 2022-524

Kingsgate Park Central Amherst Little League Improvements - Change Order No. 2 & Final Goodwin Electric CRS No. 3363

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 $4,804.00. This final quantities adjustment will cover the costs associated with new wiring to accommodate hand dryers, occupancy light sensors, liftstation controls and PA system cabling.

Please also note that we are also requesting approval of a no-cost time extension for the substantial completion date of this contract to be extended by 35 days, through April 1, 2022.

Funding for this contract shall be from project account KP2101.4972.

This request is pending completion of the contract review process.

Thank you for considering this request.

5/23/2022
Consent

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

5. Resolution 2022-525

Award of Bid - 2022 Asphalt Milling, Paving and Repair Contract J&D's Seal Tech Corp

On May 12, 2022, three (3) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation and bid evaluation section projected cost estimate, we recommend that J&D's Seal Tech Corp., 138 Chandler St., Buffalo, NY 14207, be awarded all of the attached unit cost bid items; Items 1.1 - 1.7, 2.1 - 2.4A, 3.1 - 3.3. The above contract shall be effective from execution through December 31, 2022.

Funds are available for this contract from various townwide accounts in an amount to be determined.

Please authorize the Supervisor to sign the above contract with D&H Paving, LLC.

5/23/2022
Consent

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

L. FINANCE:

M. HIGHWAY

N. HUMAN RESOURCES:

1. Resolution 2022-526

Public Relations Coordinator/Economic Development

Please appoint a Public Relations Coordinator to the Economic Development Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 1, 2022, at an annual salary of $91,283.56, Grade 2, Step H of the Exempt Non-Department Head Salary Schedule for Annette Herrman.

Contingent upon completing all pre-employment requirements.

5/23/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0.

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

2. Resolution 2022-527

Clerk to Town Justice/Court

Please appoint a Clerk to Town Justice, Permanent, effective June 6, 2022, at an annual salary of $112,200.55, Grade 4, Step M of the Exempt Department Head Salary Schedule for Ann Nichols.

5/23/2022
Consent

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

3. Resolution 2022-528

Community Development Specialist/Planning Department

Please create and appoint a Community Development Specialist to the Planning Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 24, 2022, at an annual salary of $55,288, Grade 10, Step G for Susan Fitzpatrick.

This is a promotion for an employee currently serving as Community Development Assistant.

5/23/2022
Consent

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

4. Resolution 2022-529

Wastewater Treatment Plant Operator-Trainee/Engineering

Please appoint a Wastewater Treatment Plant Operator - Trainee to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 24, 2022 at an hourly rate of $24.40, Grade IV, Step 2 for Anthony Casey.

This is a Permanent appointment for an employee currently serving Provisionally.

5/23/2022
Consent

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

5. Resolution 2022-530

Senior WWTP Operator (3 Positions)/Engineering Plant #16

Please appoint a Senior Wastewater Treatment Plant Operator (3 Positions) to the Engineering/Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 24, 2022 at an hourly rate of $34.34, Grade VI, Step 8 for Frank Longo, Joseph Wahlgren and Todd Maciejewski.

These are promotions for employees currently serving as WWTP Operators.

5/23/2022
Consent

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

6. Resolution 2022-531

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 May 24, 2022, at an hourly rate of $17.06, Step A for Tyler Wilhelm.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who transferred to another department.

5/23/2022
Consent

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

7. Resolution 2022-532

Interim Release-New York Liquidation Bureau

Please authorize the Supervisor to sign the Interim Release from New York Liquidation Bureau on behalf of the Reliance Insurance Company which reimburses the Town the sum of $22,168.78 from the Excess Workers' Compensation Policy.

5/23/2022
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2022-533

Proposed Dedication of Melvin & Mitchel Spoth Way (SR-2022-01)

WHEREAS the Planning Department has received a request to name an access road after Melvin and Mitchel Spoth in recognition of their record of service to the Town of Amherst and,

WHEREAS the subject road is approximately 900 feet east of the intersection of New Road and Smith Road and approximately 1,050 feet long. This access road is located entirely on the parcel known as 550 Smith Road and serves as the access road to the Amherst Fire Training Facility (540 Smith Road) and,

WHEREAS the Planning Department has coordinated a review of the subject proposal and has been referred to the Town's various review agencies including the Town of Amherst Assessor's Office, Building Department, Attorney's Office, Engineering Department, Amherst Traffic Safety Board, Town of Amherst Police Department, and the Town of Amherst Fire Dispatch, and

WHEREAS Melvin Spoth served for 56 years with the East Amherst Fire Department serving as Chief, Assistant Chief, President and Vice President of the Board of Directors as well as Safety Police. Melvin was also a member of the Town of Amherst Fire Chief's Association, Clarence/ Newstead Fire Chief's Association, and served on the Erie County Fire Advisory Board. Melvin worked for the Town of Amherst Central Fire Alarm Office for 9 years and was an electrician for East Amherst Fire Department as well as friends and neighbors. In his free time Melvin was the coach of the St. Mary's of Swormville men's baseball team and served as a 21-year member of the Town of Amherst Planning Board where he ensured fire safety was incorporated in development plans and upheld the values of the Town's Comprehensive Plan, and

WHEREAS Mitchel Spoth the beloved son of Melvin and Arlene Berger Spoth, honorably served the community as a member of the East Amherst Fire Department. Mitchel joined the fire company in 1982 while attending high school at Williamsville North. Mitchel was a talented athlete and was continuing his education at Erie Community College studying accounting. In 1985, Mitchel gave his life in the line of duty fighting an arson fire.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the naming of

"Melvin and Mitchel Spoth Way" in recognition of the dedicated service and sacrifice of the aforementioned individuals and their contribution to the Town of Amherst, and

NOW THEREFORE BE IT FURTHER RESOLVED that the Town Board directs the Town of Amherst Highway Department to erect a sign in honor of Melvin and Mitchel Spoth, to be placed along the access road further memorializing their service to the Town of Amherst and its residents.

5/23/2022
Consent

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

Q. POLICE:

1. Resolution 2022-534

Digital Surveillance Solutions (DSS) (CRS#3273) Central Amherst Little League Security Improvements

Town Board Agenda Item: May 23, 2022

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS#3273)**
Central Amherst Little League Security Improvements

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 23, 2022)**

5/23/2022
Consent

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

2. Resolution 2022-535

Amendment of Resolution #2022-386 National Police Bloodhound Association Spring Training Seminar

TOWN BOARD AGENDA ITEM : MAY 23, 2022

TO: **Town Board**

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

RE: **Amendment of Resolution #2022-386**
National Police Bloodhound Association Spring Training Seminar

Kindly adopt an amendment to Resolution #2022-386, adopted April 11, 2022, to change the funding source from A 3121.4050 and A 3121 .4120 to T 2917.4002.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk ***(Agenda Item: May 23, 2022)***

5/23/2022
Consent

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

R. SENIOR SERVICES:

1. Resolution 2022-536

Amendment to Presenter/Performer Commitment Form CRS# 3387 (Original CRS# 877)

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment to the Presenter/Performer Commitment between the Town of Amherst (Department of Senior Services) and Jim Jowsey - Pirate Dreams pending successful completion of the contract review process.

5/23/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Lavin. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimoulsy approved 4-0.

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

2. Resolution 2022-537

Amendment to Xavus Solutions Contract CRS#3277 (Original CRS#2789)

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment between the Town of Amherst (Department of Senior Services) and Xavus Solutions.

5/23/2022
Consent

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

S. YOUTH AND RECREATION:

1. Resolution 2022-538

Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354

Authorize the Supervisor to sign contracts between the Town of Amherst (Youth & Recreation Department) and Kim's Kicking Nails, Mack's, Hearts and Hands, Lewiston Jellies LLC, The Soul In Bloom, and Lilly Belle Meads for participation in the Farmers' Markets at Bassett Park for 2022.

5/23/2022
Consent

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

2. Resolution 2022-539

Market Vendors - CRS #3353, #3365, #3364, #3366, #3367

Authorize the Supervisor to sign contracts between the Town of Amherst (Youth & Recreation Department) and Kari Blueberry Creative, M&M Pickles Inc., Erika's Bead Creative, Inc., Kornerstone Coffee LLC, and Marcia Kraden (Tupperware) for participation in the Farmers' Markets at Bassett Park for 2022, pending successful completion of the contract routing process.

5/23/2022
Consent

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

3. Resolution 2022-540

Market Vendors - CRS #3368, #3369, #3371, #3376, #3377

Authorize the Supervisor to sign contracts between the Town of Amherst (Youth & Recreation Department) and Weber's Maple, Mini Italias Bistro and Sweets, Anne Earne (Vinegars, Etc.), Papa's Popcorn, and Bank on Buffalo for participation in the Farmers' Markets at Bassett Park for 2022, pending successful completion of the contract routing process.

5/23/2022
Consent

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

4. Resolution 2022-541

Registration Software - CRS #3397

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and RC Systems, Inc. for RecPro software and associated licenses, pending successful completion of the contract routing process. Also authorize a waiver of insurance as purchase is for software and internet-based services only and vendor will never be on site.

5/23/2022
Consent

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

5. Resolution 2022-542

Travel Authorization

Authorize Eric Guzdek and Brad Waltz to travel to the USA Hockey National Congress in Denver, CO from 6/7-6/12/2022.

5/23/2022
Consent

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

6. Resolution 2022-543

Website Design - CRS #3398

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and 360PSG.COM for website design for the Amherst Youth & Community Coalition (formerly the Amherst Task Force for Healthy Community*Healthy Youth) under the federal Drug Free Communities grant, pending successful completion of the contract routing process. As all work will be performed remotely, also authorize a waiver of the insurance requirement.

5/23/2022
Consent

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

XIV. UNFINISHED BUSINESS

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 unanimously approved 4-0.

3/28/2022

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

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

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

5/9/2022
A motion to move it to Unfinished Business was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0.

RESULT:	**TABLED (NO VOTE)**	**Next: 6/6/2022 7:00 PM**

XV. COMMUNICATIONS

1. Communication 2022-45

Trash Issues

Resident(s) expresses concerns about trash pick up.

5/23/2022
Referred to Highway

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

2. Communication 2022-49

Peanut Line Trail

Resident(s) comments and input regarding the Peanut Line Trail.

5/23/2022
Referred to Planning and Engineering

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

3. Communication 2022-46

Notice of Claim: National Fuel Gas Distribution Corporation Vs. Town of Amherst

5/23/2022
Referred to Town Attorney

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

4. Communication 2022-47

Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.

5/23/2022
Referred to Town Attorney

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

5. Communication 2022-48

Summons and Complaint: the Bank of New York Mellon Trust Company Et Al. Vs. Town of Amherst Et Al.

5/23/2022
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Deputy Supervisor Berger moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Councilmember Lavin and unanimously approved 4-0. Suspension of Rules was opened at 7:25 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Lavin and unanimously approved 4-0. Suspension of Rules was closed at 7:25 PM

1. Communication 2022-50

AAUW Sign Request for June 1-5, 2022

BE IT RESOLVED, the Amherst Town Board grants permission for sign fees associated with the temporary sign placement at 480 Evans Street to be waived.

5/23/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 4-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0. Public Expression was opened at 7:25 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 4-0. Public Expression was closed at 7:26 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Lavin and unanimously approved 4-0. The Town Board meeting of May 23, 2022 was adjourned at 7:26 PM.

Supervisor Kulpa made a motion to go to Executive Session to discuss Micro Link litigation and property acquisition (Westwood), seconded by Deputy Supervisor Berger and unanimously approved 4-0. Executive Session Began at 7:26 PM. Executive Session Ended (Berger, Lavin) at 7:42 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25836 **RESOLUTION 2022-502** **ROLL CALL VOTE (ADOPTED)**

2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000)

AGENDA ITEM : MAY 23RD, 2022

TO: **Town Board**

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

DATE: **May 16, 2022**

RE: **2022 Waterline Replacements - Bauman Road**
2022-2027 C.I.P. - Project No. E-30
Public Hearing and Bond Resolution - $410,000

The above-referenced matter is scheduled for a Public Hearing on May 23, 2022 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.
SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 23, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Marc A. Bellacose, Junior Municipal Engineer (*w/attachment*)

5/23/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was opened at 7:11 PM.

Jeffrey S. Burroughs, Town Engineer, presented.

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 7:13 PM.

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - $410,000

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

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-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond

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-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond

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-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond

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-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond

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-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond

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: Town of Amherst Engineering Department - Marc A. Bellacose	Telephone: 716-631-7154 E-Mail: marc.bellacose@amherst.ny.us	
Address: 1100 N. Forest Road		
City/PO: Williamsville	State: NY	Zip Code: 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-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond

	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-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond

PRINT FORM

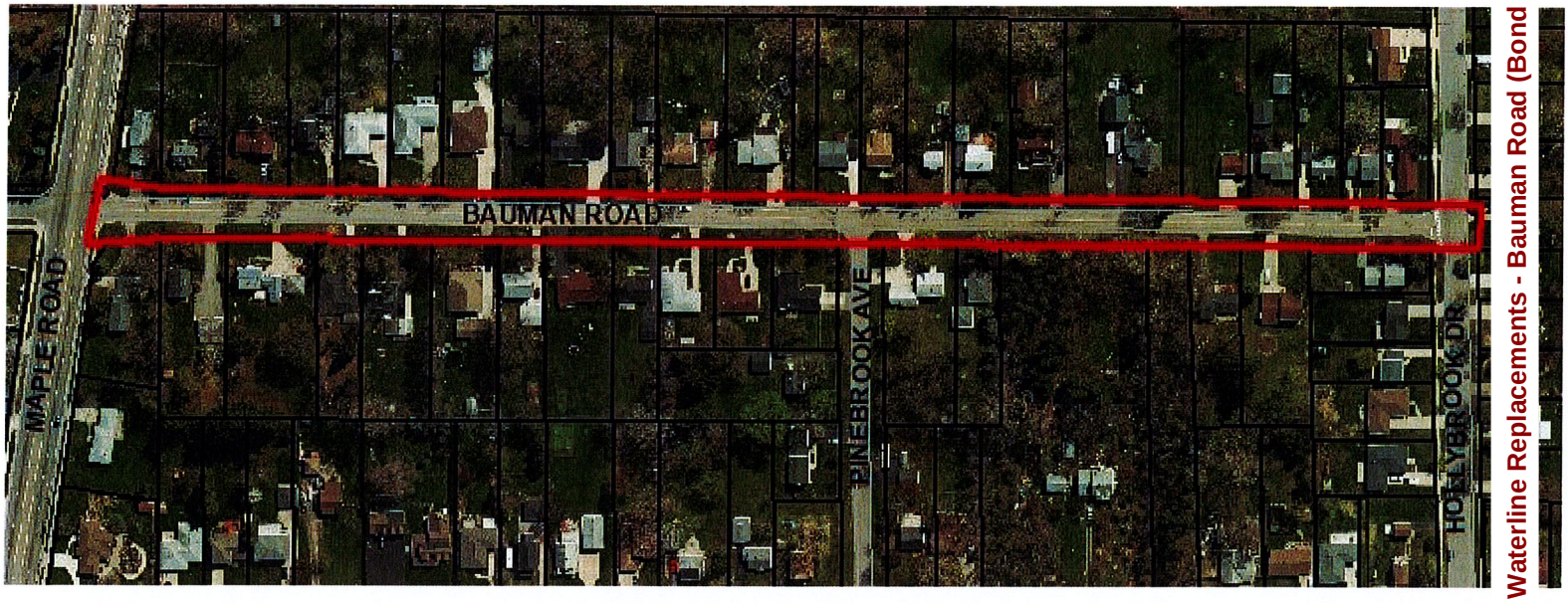


EXHIBIT 1: BAUMAN ROAD

Attachment: April 2022_E-30_Waterline Replacements_Bauman Road (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the County of Erie, New York

May 23, 2022

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on May 23, 2022.

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

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of Water District No. 15, at the estimated total cost of $410,000, consisting of replacement of water lines required in connection therewith, as described in the map, plan and report dated April, 2022 (CIP Project No. E-30) prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

Attachment: CertExMins (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

The Supervisor stated that the hearing in the said matter was now open and asked if there were any interested persons present who desired to be heard. The following persons appeared in favor of such increase and improvement of facilities of said District:

The following persons appeared in opposition to such increase and improvement of facilities:

The Supervisor inquired as to whether there were any other persons present who wished to be heard. No one appeared, whereupon the Supervisor declared the public hearing closed.

Attachment: CertExMins (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 23, 2022, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExMins (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 23, 2022, APPROPRIATING $410,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF WATER DISTRICT NO. 15, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $410,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a map, plan and report and an estimate of cost for the increase and improvement of facilities of Water District No. 15 (herein referred to as the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the District, and ordered that such facilities be so increased and improved;

Now, therefore, be it

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

Section 1. The Town hereby appropriates the amount of $410,000 for the increase and improvement of facilities of the District, consisting of replacement of water lines in

Attachment: CertBondReso (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

connection therewith, as described in the map, plan and report dated April, 2022 (CIP Project No. E-30) prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $410,000. The plan of financing includes the issuance of $410,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of $410,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 1 of the Law, is forty (40) years.

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

Attachment: CertBondReso (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

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

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

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

Attachment: CertBondReso (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in *"The Amherst Bee,"* a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, together with the Town Clerk's statutory notice in the form prescribed by Section 81.00 of the Local Finance Law of the State of New York.

Attachment: CertBondReso (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

The adoption of the foregoing Resolution 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 Resolution was declared adopted.

Attachment: CertBondReso (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on May 23, 2022, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

At a 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 23rd day of May, 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 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: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Water District No. 15 (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 a map, plan and report dated April, 2022 (CIP Project No.

Attachment: CertResoOrderAfterPH (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

E-30), for the increase and improvement of facilities of the District, consisting of replacement of water lines required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be $410,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on May 23, 2022 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12 of the Town Law; and

WHEREAS, such public hearing was duly held by the Town Board on the 23rd day of May, 2022 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; 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 such project is a Type II project which will not result in any significant adverse environmental impacts, 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

Attachment: CertResoOrderAfterPH (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of $410,000; and it is hereby

ORDERED, that the facilities of the District shall be so increased and improved and that the Engineer shall prepare plans and specifications and make a careful estimate of the expense of said increase and improvement of such facilities and, with the assistance of the Town Attorney, shall prepare a proposed contract for such increase and improvement of facilities of the District, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of $410,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

FURTHER ORDERED, that the Town Clerk record, or cause to be recorded, a certified copy of this Resolution and Order after Public Hearing in the office of the Clerk of Erie County within ten (10) days after adoption thereof.

DATED: May 23, 2022

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: CertResoOrderAfterPH (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

The adoption of the foregoing Resolution and 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 Resolution and Order were declared adopted.

Attachment: CertResoOrderAfterPH (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution and order of the Town Board of said Town adopted at a meeting duly called and held on May 23, 2022, has been compared by me with the original resolution and order as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertResoOrderAfterPH (RES-2022-502 : 2022 Waterline Replacements - Bauman Road (Bond Resolution - $410,000))

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25839 **RESOLUTION 2022-503** **ROLL CALL VOTE (ADOPTED)**

2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000)

AGENDA ITEM : MAY 23RD, 2022

TO: **Town Board**

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

DATE: **May 16, 2022**

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

The above-referenced matter is scheduled for a Public Hearing on May 23, 2022 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.
SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 23, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Vaishali Reberholt, PE, CPESC (*w/attachment*)

5/23/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was opened at 7:14 PM.

Jeffrey S. Burroughs, Town Engineer, presented.

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 7:16 PM.

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - $432,000

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

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-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the County of Erie, New York

May 23, 2022

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on May 23, 2022.

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

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of Consolidated Sanitary Sewer District, at the estimated total cost of $432,000, consisting of acquisition of equipment and motor vehicles required in connection therewith, as described in the map, plan and report dated March 23, 2022 (CIP Project No. E-1) prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

Attachment: CertExMins (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

The Supervisor stated that the hearing in the said matter was now open and asked if there were any interested persons present who desired to be heard. The following persons appeared in favor of such increase and improvement of facilities of said District:

The following persons appeared in opposition to such increase and improvement of facilities:

The Supervisor inquired as to whether there were any other persons present who wished to be heard. No one appeared, whereupon the Supervisor declared the public hearing closed.

Attachment: CertExMins (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 23, 2022, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExMins (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 23, 2022, APPROPRIATING $432,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED SANITARY SEWER DISTRICT, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $432,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a map, plan and report and an estimate of cost for the increase and improvement of facilities of Consolidated Sanitary Sewer District (herein referred to as the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the District, and ordered that such facilities be so increased and improved;

Now, therefore, be it

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

Section 1. The Town hereby appropriates the amount of $432,000 for the increase and improvement of facilities of the District, consisting of acquisition of equipment and

Attachment: CertBondReso (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

motor vehicles in connection therewith, as described in the map, plan and report dated March 23, 2022 (CIP Project No. E-1) prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $432,000. The plan of financing includes the issuance of $432,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of $432,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 29 of the Law, is five (5) years.

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

Attachment: CertBondReso (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

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

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

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

Attachment: CertBondReso (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in *"The Amherst Bee,"* a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, together with the Town Clerk's statutory notice in the form prescribed by Section 81.00 of the Local Finance Law of the State of New York.

Attachment: CertBondReso (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

The adoption of the foregoing Resolution 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 Resolution was declared adopted.

Attachment: CertBondReso (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on May 23, 2022, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amhers

Attachment: CertBondReso (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

At a 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 23rd day of May, 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 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: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Consolidated Sanitary Sewer District (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 a map, plan and report dated March

Attachment: CertResoOrderAfterPH (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

Attachment: CertResoOrderAfterPH (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

23, 2022 (CIP Project No. E-1), for the increase and improvement of facilities of the District, consisting of acquisition of equipment and motor vehicles required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be $432,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on May 23, 2022 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12 of the Town Law; and

WHEREAS, such public hearing was duly held by the Town Board on the 23rd day of May, 2022 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; 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 such project is a Type II project which will not result in any significant adverse environmental impacts, 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;

Attachment: CertResoOrderAfterPH (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

Now, therefore, be it

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of $432,000; and it is hereby

ORDERED, that the facilities of the District shall be so increased and improved and that the Engineer shall prepare plans and specifications and make a careful estimate of the expense of said increase and improvement of such facilities and, with the assistance of the Town Attorney, shall prepare a proposed contract for such increase and improvement of facilities of the District, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of $432,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

FURTHER ORDERED, that the Town Clerk record, or cause to be recorded, a certified copy of this Resolution and Order after Public Hearing in the office of the Clerk of Erie County within ten (10) days after adoption thereof.

DATED: May 23, 2022

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

The adoption of the foregoing Resolution and 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 Resolution and Order were declared adopted.

Attachment: CertResoOrderAfterPH (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution and order of the Town Board of said Town adopted at a meeting duly called and held on May 23, 2022, has been compared by me with the original resolution and order as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertResoOrderAfterPH (RES-2022-503 : 2022 Engineering Department Vehicle and Equipment Bond (Bond Resolution - $432,000))

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25837 **RESOLUTION 2022-504** **ROLL CALL VOTE (ADOPTED)**

Eggertsville Drainage Improvements (Bond Resolution - $875,000)

TO: **Town Board**

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

DATE: **May 16, 2022**

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

The above-referenced matter is scheduled for a Public Hearing on May 23, 2022 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

For ease of reference and to provide detailed information regarding the bond action, also attached is the Map Plan and Report for the project.

Thank you.
SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - May 23, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Sarah Burow, Senior Engineer Assistant (*w/attachment*)

5/23/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was opened at 7:17 PM.

Jeffrey S. Burroughs, Town Engineer, presented.

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was closed at 7:19 PM.

A motion to adopt the Bond Resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - $875,000

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

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-2022-504 : Eggertsville Drainage Improvements (Bond Resolution -

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution -

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

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.

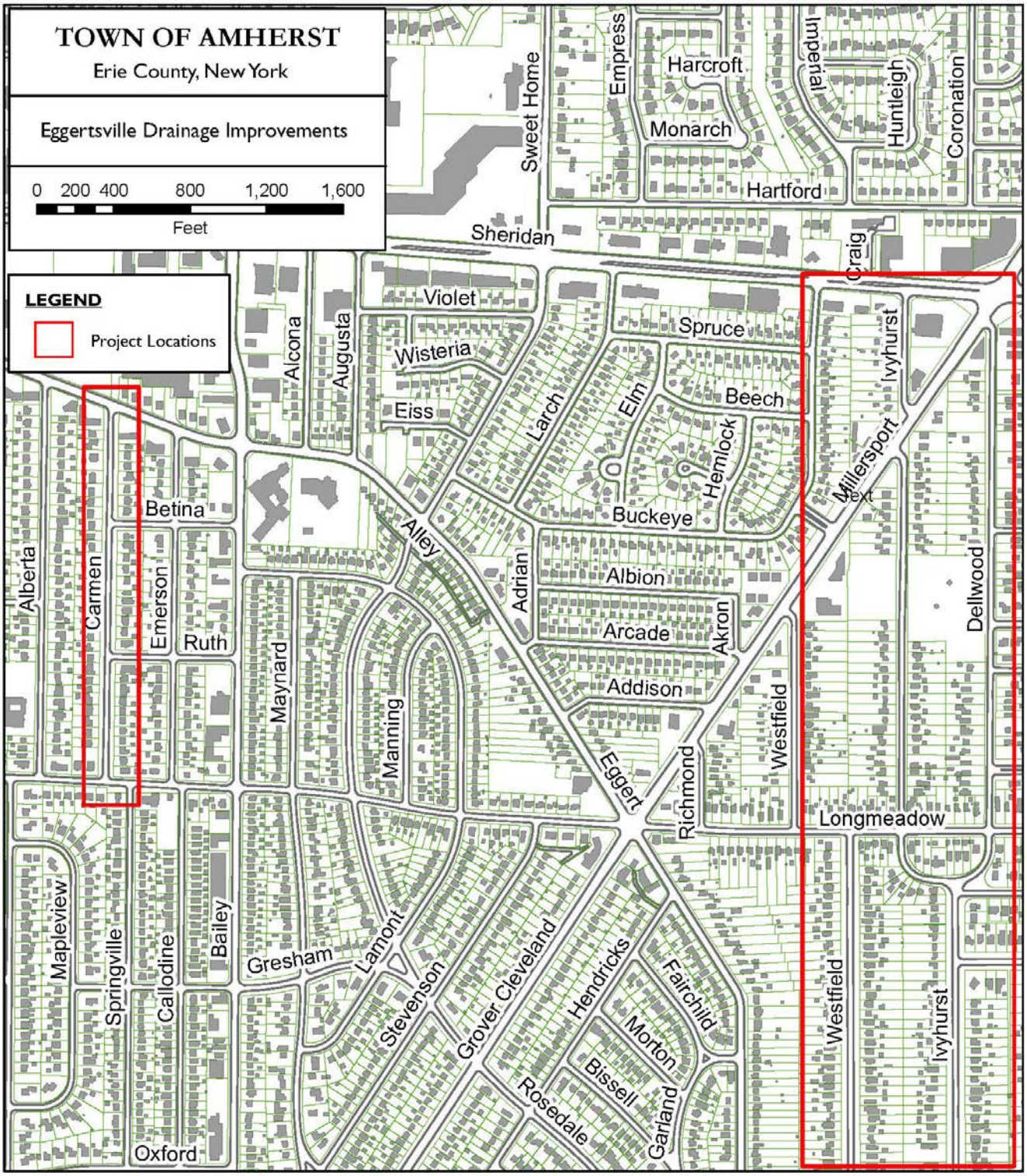


Fig 1 – Project Location Map

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution -

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

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution -

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-2022-504 : Eggertsville Drainage Improvements (Bond Resolution -

	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: N/A	☑	☐

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

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

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

Attachment: March 2022_Eggerstville Drainage Improvements (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution -

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-2022-504 : Eggertsville Drainage Improvements (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the County of Erie, New York

May 23, 2022

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on May 23, 2022.

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

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of Consolidated Stormwater Drainage District, at the estimated total cost of $875,000, consisting of construction and reconstruction of drainage improvements to Carmen Road required in connection therewith, as described in the map, plan and report dated March, 2022 (CIP Project No. E-26) prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

Attachment: CertExMins (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

The Supervisor stated that the hearing in the said matter was now open and asked if there were any interested persons present who desired to be heard. The following persons appeared in favor of such increase and improvement of facilities of said District:

The following persons appeared in opposition to such increase and improvement of facilities:

The Supervisor inquired as to whether there were any other persons present who wished to be heard. No one appeared, whereupon the Supervisor declared the public hearing closed.

Attachment: CertExMins (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on May 23, 2022, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExMins (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MAY 23, 2022, APPROPRIATING $875,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF CONSOLIDATED STORMWATER DRAINAGE DISTRICT, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $875,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

WHEREAS, following preparation of a map, plan and report and an estimate of cost for the increase and improvement of facilities of Consolidated Stormwater Drainage District (herein referred to as the "District"), in the Town of Amherst (herein called the "Town"), in the County of Erie, New York, and after a public hearing duly called and held, the Town Board of the Town determined that it is in the public interest to increase and improve the facilities of the District, and ordered that such facilities be so increased and improved;

Now, therefore, be it

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

Section 1. The Town hereby appropriates the amount of $875,000 for the increase and improvement of facilities of the District, consisting of construction and reconstruction

Attachment: CertBondReso (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

of drainage improvements to Carmen Road in connection therewith, as described in the map, plan and report dated March, 2022 (CIP Project No. E-26) prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $875,000. The plan of financing includes the issuance of $875,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of $875,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 4 of the Law, is forty (40) years.

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

Attachment: CertBondReso (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

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

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

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

Attachment: CertBondReso (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing bond resolution, in summary, in *"The Amherst Bee,"* a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication, together with the Town Clerk's statutory notice in the form prescribed by Section 81.00 of the Local Finance Law of the State of New York.

Attachment: CertBondReso (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

The adoption of the foregoing Resolution 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 Resolution was declared adopted.

Attachment: CertBondReso (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on May 23, 2022, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

At a 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 23rd day of May, 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 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: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of Consolidated Stormwater Drainage District (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 a map, plan and report dated March,

Attachment: CertROAfterPH (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

2022 (CIP Project No. E-26), for the increase and improvement of facilities of the District, consisting of construction and reconstruction of drainage improvements to Carmen Road required in connection therewith as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be $875,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on May 23, 2022 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

WHEREAS, a Notice of such public hearing was duly published and posted pursuant to the provisions of Article 12 of the Town Law; and

WHEREAS, such public hearing was duly held by the Town Board on the 23rd day of May, 2022 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; 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 such project is a Type II project which will not result in any significant adverse environmental impacts, 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;

Attachment: CertROAfterPH (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

Now, therefore, be it

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of $875,000; and it is hereby

ORDERED, that the facilities of the District shall be so increased and improved and that the Engineer shall prepare plans and specifications and make a careful estimate of the expense of said increase and improvement of such facilities and, with the assistance of the Town Attorney, shall prepare a proposed contract for such increase and improvement of facilities of the District, which plans and specifications, estimate and proposed contract shall be presented to the Town Board as soon as possible; and it is hereby

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of $875,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

FURTHER ORDERED, that the Town Clerk record, or cause to be recorded, a certified copy of this Resolution and Order after Public Hearing in the office of the Clerk of Erie County within ten (10) days after adoption thereof.

DATED: May 23, 2022

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: CertROAfterPH (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

The adoption of the foregoing Resolution and 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 Resolution and Order were declared adopted.

Attachment: CertROAfterPH (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution and order of the Town Board of said Town adopted at a meeting duly called and held on May 23, 2022, has been compared by me with the original resolution and order as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 23rd day of May, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertROAfterPH (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

Attachment: CertROAfterPH (RES-2022-504 : Eggertsville Drainage Improvements (Bond Resolution - $875,000))

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25752 B **RESOLUTION 2022-444** **ADOPTED**

Adoption of Local Law to Amend Conditions of Zoning Approval (7078 Transit Road, Z-1997-12A)

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 March 17, 2022 that the Request for Relief of Conditions of Zoning Approval at 7078 Transit Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Conditions of Zoning Approval subject to the following conditions as recommended by the Planning Board:

1. That no billboards be permitted.
2. That the use of the property not entail repair of vehicles, including collision or painting, or dispensing of fuels.
3. That no vehicular access be allowed to McKinley Drive
4. That a 6-foot stockade fence be maintained along the rear of the property line.

5/9/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. The public hearing was opened at 7:14 PM.

Attorney Jeff Palumbo from Barclay Damon presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the May 23rd Town Board meeting, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was closed at 7:17 PM.

5/23/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0.

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, Al
Planning Director

Daniel J. Ulatowski, Al
Assistant Planning Dire

Town Board Agenda of May 9, 2022

April 28, 2022

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

Subject: Request for Relief of Conditions of Zoning Approval (Limiting Uses); property located at 7078 Transit Road. Alix Holdings 7078 LLC, Petitioner. (Z-1997-12_A).

Honorable Members:

The subject property is a 0.4± acre square parcel with 146 feet of frontage located on the west side of Transit Road, approximately 400 feet north of Garfield Road. Transit Road is a NY State Highway as a major arterial in the Town of Amherst Bicentennial Comprehensive Plan.

The site is currently occupied by a single story commercial building and associated parking that was previously used as an auto rental facility. For further information on the surrounding zoning and land use, please refer to the attached sketch.

The purpose of this request to seek relief from previous zoning conditions, which limited use of property to an auto-rental agency and prohibiting auto repair. The zoning conditions are provided below in the Rezoning History. The petitioner requests to establish a facility for vehicle lettering, graphics and application of vehicle wraps.

Rezoning History:
The property was rezoned from General Business (GB) District to Motor Service (MS) District on August 4, 1997 with the following conditions:

1. That no billboards be permitted;
2. That the use of the property be limited to an auto rental agency and that no activities not presently occurring on the parcel such as auto repair and dispensing of gasoline be permitted;
3. That no vehicular access be allowed to McKinley Drive;
4. That a 6-foot stockade fence be installed at the rear of the property line.

continued . . .

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Honorable Town Board

Request for Relief of Conditions of
Zoning Approval (Limiting Uses)
Property located at 7078 Transit Road
Agenda of May 9, 2022

Site Plan History:
SP-1997-31 - Convert existing building to a car rental facility and addition of parking.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject parcel and neighboring parcels fronting on Transit Road are designated for Commercial / Mixed Uses on Figure 6 of the Town of Amherst Bicentennial Comprehensive Plan, and shown on Figure 6A to evolve into a Suburban Corridor Mixed Use District. While automotive related uses are generally not permitted in the new mixed use districts, the proposed project is currently a permitted use in the existing Motor Service (MS) zoning district.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The site is within the Motor Service (MS) District. The purpose of the MS District is to provide areas within the Town for the location of transportation-oriented commercial uses designed to serve the needs of motorists and related vehicular needs.

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed use is permitted under the existing zoning and is generally consistent with the previous motor services uses on the site, as well as two other MS-zoning properties within the same block of Transit Road.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the existing building 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 March 22, 2022, held a public hearing on the subject request for Relief of Conditions of Zoning Approval and recommended that the Town Board find that the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment.

continued . . .

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Honorable Town Board

Request for Relief of Conditions of
Zoning Approval (Limiting Uses)
Property located at 7078 Transit Road
Agenda of May 9, 2022

The Planning Board also recommended that the subject request for Relief of Conditions be approved with the following amended conditions:

1. That no billboards be permitted;
2. *That the use of the property not entail repair of vehicles, including collision or painting, or dispensing of gasoline*;
3. That no vehicular access be allowed to McKinley Drive;
4. That a 6-foot stockade fence be installed at the rear of the property line.

The Planning Department requests that if the Town Board desires to act on the relief of conditions of rezoning, 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/bf
Att.
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_TB_Letter_04282022.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval March 24, 2022
Ayes 7, Noes 0

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-1997-12A

MAR23'22 AM 9:13 RCVD

PETITIONER

Alix Holdings 7078 LLC
6236 South Transit Road
Lockport, NY 14094

PROPERTY LOCATION

7078 Transit Road

WHEREAS the Town of Amherst Planning Board on Thursday, March 17, 2022 held a public hearing on the proposed Request for Relief of Conditions of Zoning Approval, and

WHEREAS the Planning Board has reviewed application and other materials regarding the request, and

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

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

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

B. The proposal is consistent with the Conceptual Land Use Plan (Figure 6) which shows Commercial/Mixed Use in this area of the Town.

C. The proposal is consistent with Section 3.3.2, "Commercial and Mixed-Use" because while automotive related uses are generally not permitted within the Mixed Use districts shown on Figure 6-A, the proposed project is a Permitted Use in the existing Motor Service District.

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 not tend to improve the balance of uses, or meet a specific demand in the Town, because the request does not represent a change in land use; both previous and proposed uses are permitted motor service uses.

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.

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-1997-12A

MAR23'22 AM 9:15 RCVD

PETITIONER

Alix Holdings 7078 LLC

PROPERTY LOCATION

7078 Transit Road

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 relief of original zoning conditions be approved subject to the following amended conditions:

1. That no billboards be permitted.

2. That the use of the property not entail repair of vehicles, including collision or painting, or dispensing of fuels.

3. That no vehicular access be allowed to McKinley Drive

4. That a 6-foot stockade fence be maintained along the rear of the property line.

The foregoing resolution was adopted by the Town of Amherst Planning Board, March 17, 2022; moved by Chmiel; seconded by Raffaele; ayes 7; noes 0.

Robert J. Gilmour, Chair

3-22-22
Date

GP/ac
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_resolution_031722.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

BARCLAY DAMON LLP

Jeffery D. Palumbo
Partner

January 28, 2022

VIA HAND DELIVERY
VIA ELECTRONIC MAIL

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

Re: 7078 Transit Road - Termination of Deed Restrictions

Dear Honorable Members of the Town Board:

Barclay Damon LLP represents Alix Holdings 7078, LLC ("Petitioner"). Petitioner is the contract purchaser for 7078 Transit Road ("Property") in the Town. In 1998, the Property was rezoned and the then Property owners placed a deed restriction on the Property at the request of the Town. The relevant deed restrictions states: "That use of the property be limited to an auto rental agency and that no activities not presently occurring on the parcel such as auto repair and dispensing of gasoline be permitted."

While the Property contained a successful auto rental agency for years, it has been vacant and listed for sale or lease for two years. The Property is zoned MS – Motor Services, which permits multiple transportation-oriented commercial uses besides an auto rental agency. Upon termination of the cited deed restriction, Petitioner will purchase the Property and subsequently conduct retail sales of vinyl graphics, vehicle lettering, and screen printed and embroidered clothing. The proposed use also will apply lettering graphics and wrap vehicles with logos and company information, and work will not entail repair of vehicles or dispensing of gasoline.

Enclosed, please find the following:

(1) Request for Relief of/Change to Conditions of Zoning Approval Application Form
(2) Deed Restriction
(3) Property Survey
(4) Architectural Concept Rendering
(5) Short Environmental Assessment Form
(6) Owner Authorization

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

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Petitioner respectfully requests the Town Board terminate the deed restriction and align the permitted uses on the Property with the underlying zoning classification, allowing Petitioner to move forward with its purchase and proposed use of the Property. Please reach out with any questions. Thank you for your time and your consideration.

Very truly yours,

Jeffery D. Palumbo

JDP:amg
Enclosures

cc: Arthur Alix (via e-mail)

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Request for Relief of/ Change to Conditions of Zoning Approval Application Form

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	_____
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.**	X _____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	X _____
	TOTAL FEE:	**$** 1,215 _____

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-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

TO BE COMPLETED BY APPLICANT

1. **Petitioner**:

Name: Alix Holdings 7078 LLC

Address: 6236 South Transit Road

Lockport	NY	14094
City	State	Zip Code

Phone: _____ Fax _____

E Mail: See Representative Contact Information

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

From: N/A District

To: _____ District

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

No rezoning requested - relief of deed restriciton -- 7078 Transit Road

SBL #: 82.05-6-7

4. **Area of land to be rezoned** (in acres): 0

5. **Owner of Land**:

Name: KDR Enterprises LLC

Address: 7078 Transit Road

Amherst	NY	14221
City	State	Zip Code

Phone: _____

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

Name: Jeff Palumbo and Ari Goldberg, Barclay Damon LLP as agent/attorney

Address: 9276 Main Street, Suite 3

Clarence	NY	14031
City	State	Zip Code

Phone: (716) 858-3878 Fax (716) 768-2728

E Mail: jpalumbo@barclaydamon.com | agoldberg@barclaydamon.com

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

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 10925 Page 0715

11. Information on proposed project:

A. Description of the character of the proposed development:
Request to terminate 1998 Deed Restriction limiting use of property to auto rental agency and prohibiting auto repair or dispensing of gasoline. See attached Deed Restrictions. Not a rezoning request.

B. Rationale for rezoning request:

1. Why was this site chosen?
N/A - no rezoning request

2. Why cannot land be used with the existing zoning?

3. How will this rezoning impact surrounding properties?

4. How will this rezoning impact the school system?

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

12. Quantitative Data:

A. Total # of dwelling units 0

B. Distribution of dwelling units by type N/A

C. Gross Residential Density per acre N/A

D. Total amount of Open Space 0.34 acres (0.42 acre parcel)

E. Proposed Non-Residential Floor Area 1,297 SF

13. Development Schedule:

Start After issuance of Building Permit

Finish Six Months

Stages (# of) 1

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

Lease to Matt Alix Signworks, Inc. after purchase by petitioner. Tenant will conduct retail sales of vinyl graphics, vehicle lettering, screen printed and embroidered clothing.

Tenant will apply vinyl lettering graphics and wrap vehicles with logos and company information. Such work will not entail repair of vehicles or dispensing of gasoline.

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

none.

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

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

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

N/A - no rezoning required

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

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.
   N/A - no rezoning required

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   N/A - no rezoning required

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

1. Sanitary Sewer
2. Storm Sewer/Drainage
3. Water
4. Other Use existing connections.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
No rezoning requested. Proposed use permitted as tire, battery, and accessory store/ transportation-oriented commercial use.

D. Suitability of the subject property for uses permitted by the current versus the proposed district:
Removal of deed restrictions alings property with permitted uses in underlying zoning classifcaition.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
Removal of deed restrictions accommodate growing business and propels forward sale of commercial parcel vacant and listed for sale for two plus years.

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

17. The petitioner encloses herewith the sum of $1215 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Signature of Petitioner

Subscribed and sworn to before me this 28 *day of* January, 2022

Notary Public, Erie County, New York Claire C. Krueger

CLAIRE C. KRUEGER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 02/28/2026

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.

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-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Deed Restriction



ERIE COUNTY CLERKS OFFICE
County Clerk's Recording Page

Return To:

BOX 243

Index DEED LIBER
Book 10925 Page 0715
No. Pages 0004
Instrument AMEND/SUPPLEMNT
Date : 12/12/1997
Time : 3:00:43
Control # 199712121028

DZIUBA
JOHN

Employee ID CLS

COUNTY	$	17.50	MORTGAGE TAX		
	$	.00			
COE	$	5.00	Basic	$	.00
	$	.00			
	$	.00	Special	$	.00
	$	.00			
	$	.00	Special Addl	$	.00
	$	.00			
	$	.00	Total	$	.00
Total:	$	22.50			

STATE OF NEW YORK
ERIE COUNTY CLERKS OFFICE

TRANSFER TAX

WARNING - THIS SHEET CONSTITUTES THE CLERKS ENDORSEMENT, REQUIRED BY SECTION 316-a(5) & SECTION 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH

AMOUNT $ .00
Transfer Tax $ .00

DAVID J SWARTS
COUNTY CLERK



D109250715



Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

BOX 245

AMENDED
DECLARATION OF RESTRICTIONS

FILED IN THE ERIE COUNTY CLERK'S OFFICE ON NOVEMBER 17, 1997 IN LIBER 10923 OF DEEDS AT PAGE 9243

WHEREAS, John Dziuba and Florence Dziuba are the owners of property located at 7078 Transit Road, Amherst, New York; and

WHEREAS, Enterprise Rent-A-Car, as authorized agents for John Dziuba and Florence Dziuba, applied to the Town of Amherst, New York, Town Board for rezoning of said property, more particularly described on Exhibit "A" annexed hereto and made a part hereof; and

WHEREAS, on the 4th day of August, 1997, the said Amherst Town Board approved the rezoning of said parcel from GB to MS on the condition that said owners and Petitioners agree to restrict said premises as follows:

1. That no billboards be permitted;

2. That use of the property be limited to an auto rental agency and that no activities not presently occurring on the parcel such as auto repair and dispensing of gasoline be permitted;

3. That no vehicular access be allowed to McKinley Drive;

4. That a 6' stockade fence be installed at the rear of the property line.

The above restrictions shall be binding on all parties and all parties claiming thereunder and shall run with the land except that the above described restrictions can be changed, modified or eliminated by majority vote of the Town Board of Amherst, New York.

John Dziuba
108 Donna Lea
Williamsville, New York 14221

Florence Dziuba
108 Donna Lea
Williamsville, New York 14221

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

On this 8th day of December, 1997, before me, the subscriber, personally appeared JOHN DZIUBA, to me personally known and known to me to be the same person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

8338 pg 1028

Claire C. Krueger
Notary Public

CLAIRE C. KRUEGER
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires 2/28/98

RENALDO, MYERS & PALUMBO, P.C.
Attorneys and Counselors at Law • 950 Essjay Road - Suite 200 • Williamsville, New York 14221 • (716) 631-5157

AMD-3-1

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

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

On this 8th day of December, 1997, before me, the subscriber, personally appeared FLORENCE DZIUBA, to me personally known and known to me to be the same person described in and who executed the within Instrument, and she acknowledged to me that she executed the same.

Claire C. Krueger
Notary Public

CLAIRE C. KRUEGER
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires 2/28/98

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

EXHIBIT "A"

All that tract or parcel of land situate in the Town of Amherst County of Erie State of New York being part of Lot 103 Township 12 Rage 7 of the Holland Land Survey (so called) and further being part of subdivision lots 282, 283, 284 & 285 of Williamsdale as shown on a map field in the Erie County clerk's office under map cover 944 bounded & described as follows.

Beginning in the westerly boundary of Transit Road Distant 350.0 feet northerly from its intersection with the northerly boundary of Garfield Road; said Point of Beginning being in the southerly line of sublot 285 as shown on map cover 944. Thence westerly along the southerly line of sublot 285 130.39 feet to the southwesterly corner thereof.

Thence northerly along the westerly line of sublots 285, 284, 283 & 282 140.0 feet to the northwesterly corner of sublot 282.

Thence easterly along the northerly line of sublot 282 131.29 feet to the westerly boundary of Transit Road.

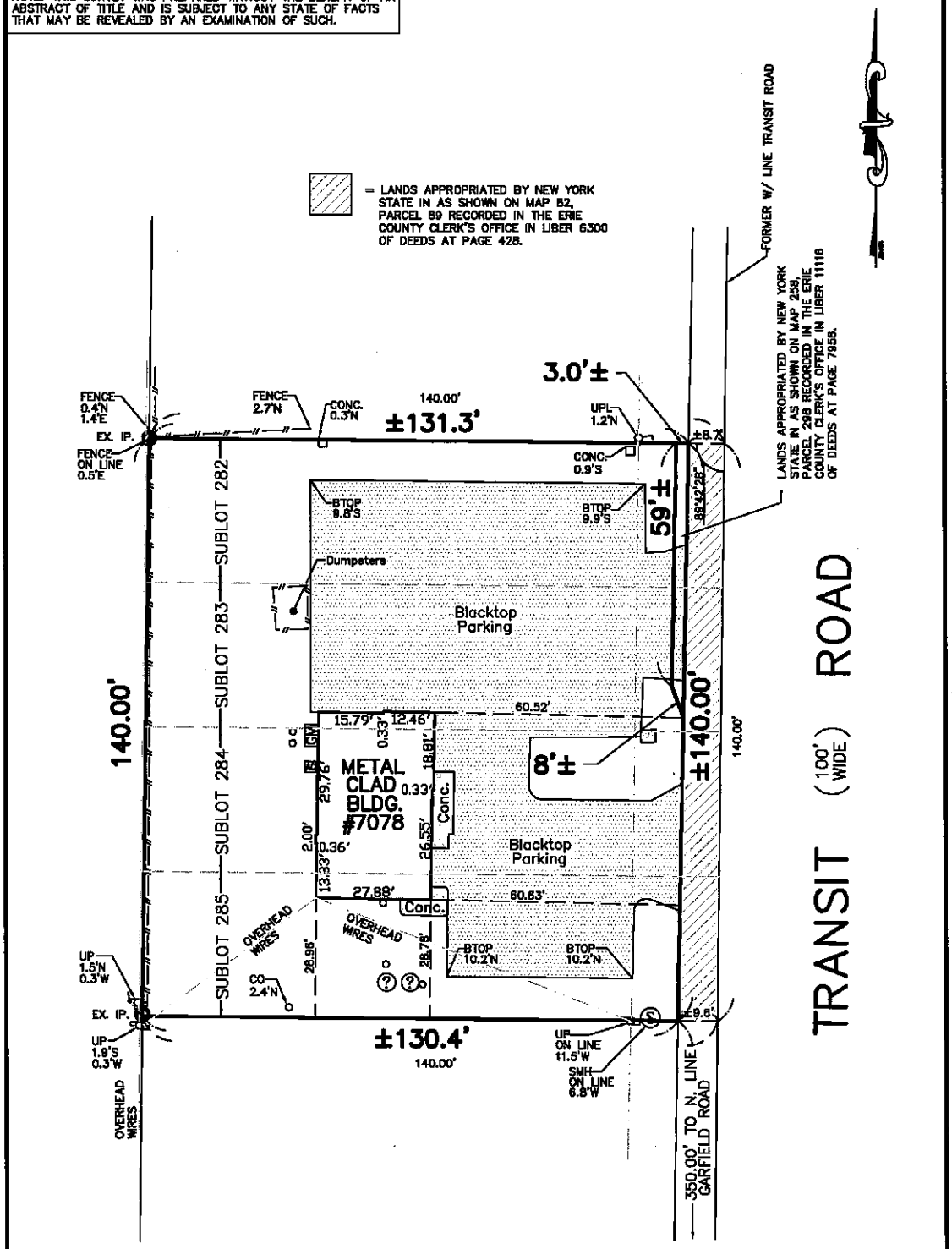
Thence southerly along the westerly boundary of Transit Road 140.0 feet to the point of beginning containing 0.42 acres more or less.

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Property 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.



SUBLOTS: 282–285
COVER: 944

PART OF L 103 S — T 12 R 7 OF THE HOLLAND LAND COMPANY'S SURVEY
VILLAGE OF _____; 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

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

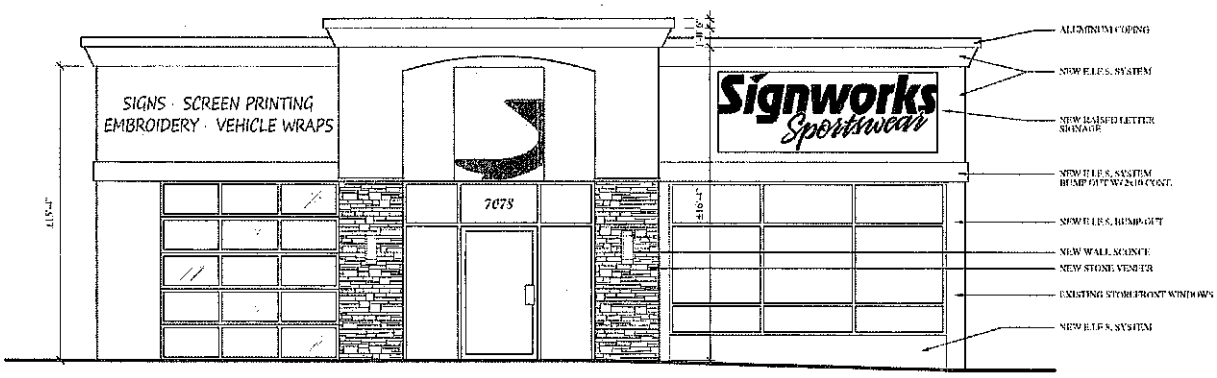
DRAWN BY JMP SCALE 1"=30' JOB NO. 21NY182
CHECKED BY BEW FIELD DATE 11-17-2021
CAD FILE 62500 OFFICE DATE 11-18-2021

SBL No. 82.05-6-7 BOOK 410 PAGE 50 MAP 62500

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Architectural Concept Rendering



FRONT ELEVATION

ALTERATIONS FOR: SIGN WORKS
7078 TRANSIT ROAD
AMHERST, NEW YORK

DARYL MARTIN

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

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:
7078 Transit Road - Termination of Deed Restrictions

Project Location (describe, and attach a location map):
7078 Transit Road

Brief Description of Proposed Action:
Request to terminate 1998 Deed Restriction limiting use of property to auto rental agency and prohibiting auto repair or dispensing of gasoline.

Name of Applicant or Sponsor:	Telephone: (716) 858-3728
Alix Holdings 7078 LLC by Barclay Damon LLP	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: Building Permit for permitted use on property	☐	☑

3. a. Total acreage of the site of the proposed action? 0.42 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? 0.42 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): motor services
   ☐ Parkland

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

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

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

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

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

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

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

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

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

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

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

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: Alix Holdings 7078 LLC Date: January 26, 2022

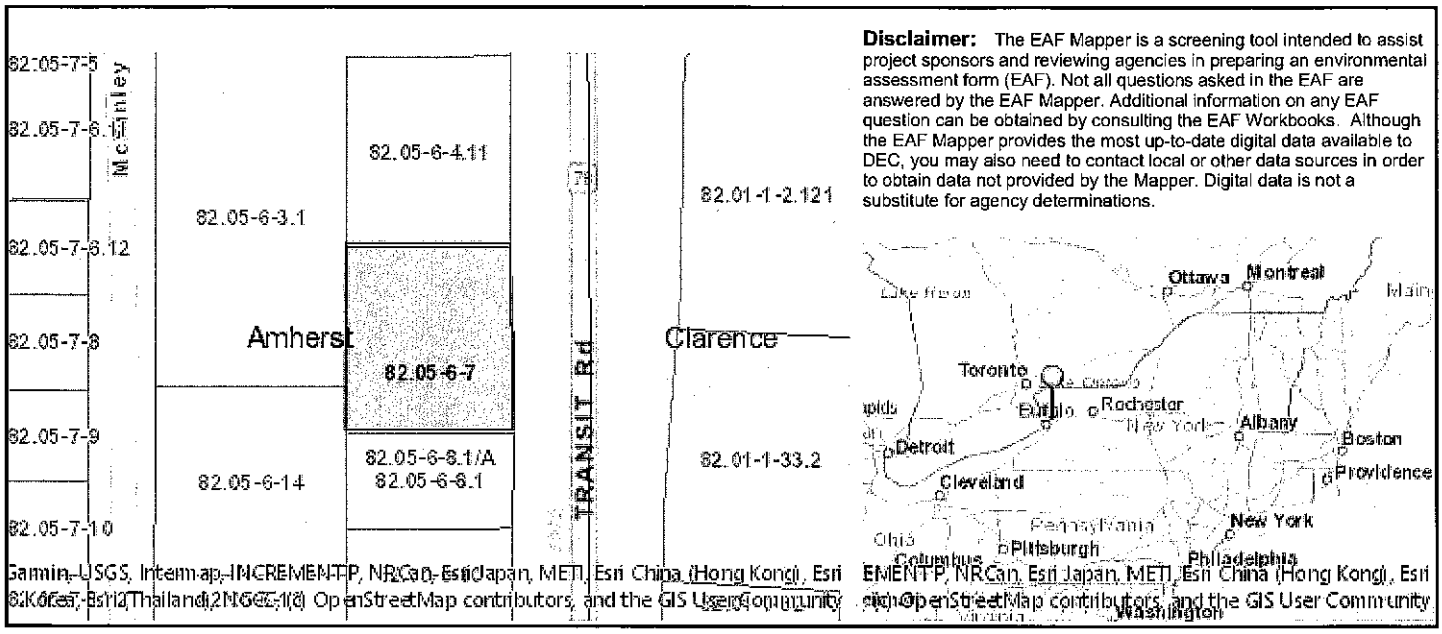
Signature: /s/ Jeff Palumbo Title: agent/attorney

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

PRINT FORM

EAF Mapper Summary Report

Wednesday, January 26, 2022 12:33 PM



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-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Owner Authorization

AUTHORIZATION

KDR Enterprises LLC, record property owner of 7078 Transit Road (SBL 82.05-6-7) in the Town of Amherst hereby authorizes Alix Holdings 7078 LLC by and through the law firm of Barclay Damon LLP, to file any applications, along with any necessary supporting documentation, with the Town of Amherst in connection with approvals sought for the above referenced property.

DocuSigned by:
Dave Krol
8BB885C87ICA4BD...

By: Dave Krol, authorized signatory

Dated: January 28, 2022

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Amherst

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

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

MEMORANDUM January 31, 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

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL (LIMITING USES); PROPERTY LOCATED **7078 TRANSIT ROAD**.
ALIX HOLDINGS 7078 LLC, PETITIONER. **Z-1997-12A**

Received January 28, 2022

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 condo 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: _____ **Date:** _____

DU/SM/bf
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_Rev_Transmittal_013122.doc
cc: Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Amherst

970083

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 31, 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 08 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL (LIMITING USES);
PROPERTY LOCATED **7078 TRANSIT ROAD.**
ALIX HOLDINGS 7078 LLC, PETITIONER. **Z-1997-12A**

Received January 28, 2022

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

DU/SM/bf
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_Rev_Transmittal_013122.doc

cc: Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Amherst

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

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

February 7, 2022

Arthur Alix
Alix Holdings 7078 LLC
6236 South Transit Road
Lockport, New York 14094

SUBJECT:

Proposed:	**Z-1997-12_A** Request for relief of Conditions of Zoning Approval
Property located at:	**7078 Transit Road**
Application received:	January 28, 2022
Representative:	Barclay Damon, LLP

Dear Mr. Alix,

Please consider the following comments:

1. The subject site and surrounding area is shown on Figure 6A of the Town of Amherst Bicentennial Comprehensive plan to evolve into a Suburban Corridor Mixed Use District. Generally automotive related uses are not permitted within the mixed use districts.

2. Relief of the deed restrictions should be limited to amending the deed restrictions to allow the intended production of and application of vehicle graphics and auto rental agency. The other 3 conditions of zoning approval should remain intact.

3. The following items on the Environmental Assessment Form should be corrected or completed:
   - Part 1, #1 the correct response is yes.
   - Part 1, #5b the correct response is no.

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.

5. 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.

6. Please complete the attached Local Law and provide a copy to this office in Microsoft Word format.

7. Please complete and provide the attached Town of Amherst Addendum to the EAF.

8. Please provide an 8½ " x 11" reduction of any concept plan(s) **and an electronic version** of any revised plans or information submitted for review.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/SM/bf
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_Pln_Dpt_Rvw_02072022.docx:
Att:
cc: Jeffrey D. Palumbo, Barclay Damon, LLP, 9726 Main St., Ste., 3, Clarence, NY 14031

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

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

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets

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

   _____ Geotechnical report attached _____ Not applicable

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

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

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
   _____
   _____

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

   Describe_____
   _____

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

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

8. Will blasting occur during construction? □ Yes □ No

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

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

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

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

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

LOCAL LAW NO. _____-201_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

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

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone _____ from _____ to _____ and to Amend The Zoning Map Accordingly."
(address)

Section 2. Legislative Findings and Intent.

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

Section 3. Amherst Zoning Map.

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

Section 4. Validity.

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

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

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

Section 5. Effective Date.

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

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

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

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Amherst

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

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

RECEIVED
FEB 07 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM January 31, 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 01 2022
TOWN OF AMHERST
BUILDING DEPT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL (LIMITING USES); PROPERTY LOCATED 7078 **TRANSIT ROAD**.
ALIX HOLDINGS 7078 LLC, PETITIONER. **Z-1997-12A**

Received January 28, 2022

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

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

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

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

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

DU/SM/bf
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_Rev_Transmittal_013122.doc

cc: Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Amherst

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

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

MEMORANDUM January 31, 2022

TO: Daniel Ulatowski, Assistant Planning Director/ZEO
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

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL (LIMITING USES), **Z-1997-12A**; PROPERTY LOCATED **7078 TRANSIT ROAD**. ALIX HOLDINGS 7078 LLC, PETITIONER.

Received January 28, 2022

REVIEW:

Do you agree with all statements made? object to removing all of the conditions of the original rezoning decision .

If you do not, briefly state why: Agree that condition number 3. could be modified to include the use of the premises for vehicle detailing, lettering, graphics and the application of vehicle wraps. Other conditions should remain.

General comments relative to your agency interests: _____

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

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

Signature: _____ **Date:** 2/4/2022
Daniel J. Ulatowski, AICP

DU/SM/bf
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_Rev_Transmittal_013122.doc
cc: Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Amherst

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

RECEIVED
FEB 02 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 31, 2022

RECEIVED
FEB 01 2022
TOWN ATTORN

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

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL (LIMITING USES);
PROPERTY LOCATED **7078 TRANSIT ROAD**;
ALIX HOLDINGS 7078 LLC, PETITIONER. **Z-1997-12A**

Received January 28, 2022

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

DU/SM/bf
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_Rev_Transmittal_013122.doc

cc: Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Amherst

970083

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 31, 2022

RECEIVED
FEB 03 2022
TOWN OF AMHERST
PLANNING DEPT.

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

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL (LIMITING USES); PROPERTY LOCATED **7078 TRANSIT ROAD**.
ALIX HOLDINGS 7078 LLC, PETITIONER. **Z-1997-12A**

Received January 28, 2022

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:** 2/2/22

C. Schregel

DU/SM/bf
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_Rev_Transmittal_013122.doc

cc: Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Amherst

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

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

MEMORANDUM January 31, 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 01 2022
TOWN ATTORNEY

RECEIVED
FEB 03 2022
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST FOR RELIEF OF CONDITIONS OF ZONING APPROVAL (LIMITING USES);
PROPERTY LOCATED **7078 TRANSIT ROAD**.
ALIX HOLDINGS 7078 LLC, PETITIONER. **Z-1997-12A**

Received January 28, 2022

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: Stan Sliwa **Date:** 2/2/22

DU/SM/bf
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_Rev_Transmittal_013122.doc
cc: Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Fadel, Bryan

From: Lori Holmes <laholmes@bataviacsd.org>
Sent: Tuesday, March 15, 2022 3:20 PM
To: Carrato, Amy
Subject: Planning Board: 3/17/22

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.

Good Afternoon,

Below is a list of suggestions/questions for the rezoning application at 7078 Transit Road.
1. May garbage dumpsters be moved closer to Transit? They are quite noisy in a residential area, often before 7 AM.

2. Will more lighting be installed? We would not like extra lights from a business near our homes.
3. What are the hours of the new proposed business?

4. How far back will the property go? Will it be visible to the **residential** homes on the street? Will trees and other vegetation be cut down?

5. Will there be an entrance to the rezoned property from McKinley Ave? McKinley is a residential street not a service road as some businesses seem to use it for.

6. What maintenance will the new property owners be responsible for in the area?

7. How much larger would the new building be compared to the building that is currently there?

8. Would the lot size change in the rezoning? Would it just be up to the current fence that is currently in the wooded area? That would be ideal to not disrupt the residential street of McKinley Ave.

9. Why is it necessary to rezone when there is already a business there? Why were the original put into place and now why would they be taken away? How will this rezoning specially impact the quality of life for residents on McKinley Ave?

Thank you for your time and consideration.
--
Lori Holmes
Social Studies Teacher
Batavia Middle School

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Fadel, Bryan

From: anita <anilynta@roadrunner.com>
Sent: Wednesday, March 9, 2022 4:12 PM
To: Carrato, Amy
Cc: 'anita'
Subject: Planning Baord Request to rezone

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 acarrato@amherst.ny.us

I am writing in response to the 2.28.2022 notice I received concerning proposed rezoning.

I have lived at 100 Harding Rd Williamsville NY 14221 for 25 years in the Clarence School District. I have never had any children attend the Clarence School District yet I have paid School Taxes for the past 25 years.

I am uncertain as to what this rezoning entails but if increases my taxes my vote is **NO**.

I am against any rezoning of any form, since it may impact my property and/or school taxes now or anytime in the future.

Thank you.

Anita Lynn
100 Harding Rd.
Williamsville, NY 14221
716.634.1901

Avast This email has been checked for viruses by Avast antivirus software.
www.avast.com

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Fadel, Bryan

From: anita <anilynta@roadrunner.com>
Sent: Thursday, March 10, 2022 5:32 PM
To: Carrato, Amy
Subject: RE: Planning Baord Request to rezone

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.
Thank you very much!
You have a great day as well!

From: Carrato, Amy [mailto:acarrato@amherst.ny.us]
Sent: Thursday, March 10, 2022 11:55 AM
To: 'anita'
Subject: RE: Planning Baord Request to rezone

Thank you for your comments. Your email has been shared with the Planning Board.
Have a great day,

Amy Carrato, Senior Clerk Typist
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Note: We are limiting in-person contact, all meetings will be held via video conferencing and/or telephone.

From: anita
Sent: Wednesday, March 9, 2022 4:12 PM
To: Carrato, Amy
Cc: 'anita'
Subject: Planning Baord Request to rezone

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 acarrato@amherst.ny.us

I am writing in response to the 2.28.2022 notice I received concerning proposed rezoning.

I have lived at 100 Harding Rd Williamsville NY 14221 for 25 years in the Clarence School District. I have never had any children attend the Clarence School District yet I have paid School Taxes for the past 25 years.

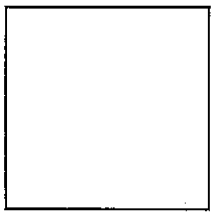
I am uncertain as to what this rezoning entails but if increases my taxes my vote is **NO**.

I am against any rezoning of any form, since it may impact my property and/or school taxes now or anytime in the future.

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

Thank you.

Anita Lynn
100 Harding Rd.
Williamsville, NY 14221
716.634.1901



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Attachment: Z-1997-12_A_TB_Letter_Packet_050922 (RES-2022-444 : 7078 Transit Road)

LOCAL LAW NO. _____-202_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW TO AMEND CONDITIONS OF ZONING APPROVAL FOR 7078 TRANSIT ROAD AND PERMITTING THE REMOVAL OF A SPECIFIC DEED RESTRICTION.

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 Z-Zoning Resolution 1997-12A and the 7078 Transit Road Deed Restrictions."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to revise deed restriction no. 2 of the 7078 Transit Deed Restrictions filed in the Erie County Clerk's Office on December 12, 1997, Liber 10925, Page 0715 been filed and is in proper order. The Town Board further finds that the request is limited in scope in that it only revises the second enumerated deed restriction and revision of said deed restriction will allow for a permitted use under the Town Zoning Code to occur on the property. Said revised deed restrictions are repeated in full in Section 3 of this Local Law.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from GB to MS the zoning of 7078 Transit Road, subject to the following conditions

1. That no billboards be permitted.

2. That the use of the property not entail repair of vehicles, including collision or painting, or dispensing of fuels.

Attachment: Z-1997-12_A_draft Local Law (RES-2022-444 : 7078 Transit Road)

3. That no vehicular access be allowed to McKinley Drive.

4. That a 6-foot stockade fence be maintained along the rear of the property line.

; and said property is legally described as follows:

All that tract or parcel of land situate in the Town of Amherst County of Erie State of New York being part of Lot 103 Township 12 Rage 7 of the Holland Land Survey (so called) and further being part of subdivision lots 282, 283, 284 & 285 of Williamsdale as shown on a map field in the Erie County Clerk's office under map cover 944 bounded & described as follows.

Beginning in the westerly boundary of Transit Road Distant 350.0 feet northerly from its intersection with the northerly boundary of Garfield Road; said Point of Beginning being in the southerly line of sublot 285 as shown on map cover 944.

Thence westerly along the southerly line of sublot 285 130.39 feet to the southwesterly corner thereof.

Thence northerly along the westerly line of sublots 285, 284, 283 & 282 140.0 feet to the northwesterly corner of sublot 282.

Thence easterly along the northerly line of sublot 282 131.29 feet to the westerly boundary of Transit Road.

Thence southerly along the westerly boundary of Transit Road 140.0 feet to the point of beginning containing 0.42 acres more or less.

Section 4. Validity.

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

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

Attachment: Z-1997-12_A_draft Local Law (RES-2022-444 : 7078 Transit Road)

Section 5. Effective Date.

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

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

Attachment: Z-1997-12_A_draft Local Law (RES-2022-444 : 7078 Transit Road)

D R A F T (05/23/22)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-1997-12_A

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: Relief of Conditions

SEQR Status: Unlisted

Description of Action: Relief of conditions (limiting uses) of previous rezoning approval of 0.42± acres of land from General Business (GB) District to Motor Service (MS) District to allow for the future use and development of the site as a facility for vehicle lettering, graphics and application of vehicle wraps.

Location: 7078 Transit Road, Town of Amherst, Erie County, New York

Petitioner: Alix Holdings 7078 LLC

Attachment: Z-1997-12_A_TB NegDec_052322 (RES-2022-444 : 7078 Transit Road)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and an elevation plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed relief of conditions for a proposed facility for vehicle lettering, graphics and application of vehicle wraps 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 3, 2022 reviewed the application and EAF submitted on January 28, 2022, and had no objection or comments on the proposed changes in the conditions of the original rezoning decision.

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 would be required of the applicant upon submittal of a site plan application if/when changes are proposed on the site; at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on February 7, 2022 reviewed the application and EAF submitted on January 28, 2022, and has no objection or comments on the proposed changes in the conditions of the original rezoning decision.

4. The project is within an area identified by the State as potential for 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 subject request is to amend conditions of the previous rezoning and will not result in a significant change in land use; therefore, the project remains consistent with surrounding land use.

6. The proposed relief of zoning conditions for a proposed facility for vehicle lettering, graphics and wraps will not cause a major change in the use of either the quantity or type of energy compared to previous uses or other uses allowed in the district.

7. The proposed relief of zoning conditions will not create any hazard to human health.

Attachment: Z-1997-12_A_TB NegDec_052322 (RES-2022-444 : 7078 Transit Road)

8. The proposed relief of zoning conditions will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed facility will utilize an existing building and; therefore, will be consistent with the scale of surrounding land uses.

9. The proposed relief of zoning conditions for the facility for vehicle lettering, graphics and wraps 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 2, 2022, indicates 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 3, 2022, Traffic/Safety Board on February 2, 2022, Assessor on January 28, 2022, Fire Chiefs' Council on February 8, 2022, and Right-of-Way Agent on February 2, 2022 along with outside agencies including Erie County Department of Environment & Planning on February 7, 2022. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

GP/ac
X:\Current_Planning\Files\Rezonings\1997\Z-1997-12_A_(7078_Transit_Rd)_2022\Z-1997-12_A_TB NegDec_052322.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Alix Holdings 7078 LLC, 6236 South Transit Road, Lockport, NY 14094
Ari Goldberg, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031
Jeff Palumbo, Barclay Damon LLP, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-1997-12_A_TB NegDec_052322 (RES-2022-444 : 7078 Transit Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 25828 **RESOLUTION 2022-505** **ADOPTED**

Glen Park Joint Board Appointment

WHEREAS, the Glen Park Joint Board (GPJB) oversees the maintenance and improvement of Glen Park, dedicated to fostering a clean, safe, and enjoyable environment through water quality, landscaping and nature education initiatives that enhance and improve the quality of life in both the Village of Williamsville, and the Town of Amherst, while protecting the historic character of the park, its natural beauty and its sense of community; and

WHEREAS, the GPJB shall consist of nine (9) members, five (5) appointed by the Williamsville Village Board and four (4) by the Amherst Town Board, each member serving three (3) year terms to conclude on June 30 of the designated year; and

WHEREAS, members may be re-appointed, but in the event of a vacancy, the appointing board shall fill the remaining duration of the term; and

WHEREAS, Frank Jaworski has served in the GPJB and would like to continue serving.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints Frank Jaworski to the Glen Park Joint Board for a term to conclude June 30, 2025.

5/23/2022
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 25835 **RESOLUTION 2022-506** **ADOPTED**

Recycling & Waste Committee Appointment

WHEREAS, the purpose of the Amherst Recycling & Waste Committee (R&W) is to advise the Amherst Town Board on all aspects of municipal solid waste affecting the Town and to monitor, make recommendations regarding the Town's activities relating to environmental issues which affect or impact the residents; and

WHEREAS, to also investigate methods of recycling, waste stream reduction, household hazardous waste collection and consider new technologies for handling municipal solid waste; and

WHEREAS, the Recycling & Waste Committee meets monthly to review and advise the Town Board accordingly; and

WHEREAS, the Recycling & Waste Committee consists of a maximum of twelve (12) members appointed by the Town Board majority to serve a three (3) year term; and

WHEREAS, members' terms will expire on a staggered schedule to maintain consistency on the board with information and history shared as needed; and

WHEREAS, the R&W currently has a Board of eight (8) members, who shall continue to serve until their term of appointment expires, as follows:

Phil Herzrun, Chairman (C), term expires 12/31/2022
John Szalasny, Vice-Chair (V-C), term expires 12/31/2022
Sashti Balasundaram, Member (M), term expires 12/31/2023
John Hannon (M), term expires 12/31/2022
Judy Hendee (M), term expires 12/31/2022
Don Kuhn (M), term expires 12/31/2024
Eustace Mendez (M), term expires 12/31/2023
Jean Neff (M), term expires 12/31/2024; and

WHEREAS, the Members of the Committee shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHEREAS, as Superintendent of Highway, Pat Lucey will serve in the capacity of a resource person (O) to the Committee till his term has concluded.

WHEREAS, Diane Anderson has attended R&W meetings and has expressed interest to continue serving on the R&W Committee.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Don Kuhn and Jean Neff to the Amherst Recycling & Waste Committee, each for terms to conclude on

December 31, 2024.

5/23/2022
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 25840 **RESOLUTION 2022-507** **ADOPTED**

Sutton Place Preservation Limited Partnership Trust (TOA IDA)

TO: **Town Board**

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

DATE: **May 16, 2022**

RE: **Sutton Place Preservation Limited Partnership Trust**
Town of Amherst Industrial Development Corporation

Kindly adopt a resolution authorizing the issuance of tax exempt bonds by the Town of Amherst Industrial Development Corporation to acquire and renovate a facility located at 113 Travers Boulevard as per the attached letter from bond counsel for the Town of Amherst Industrial Development Corporation and accompanying tax-exempt bond resolution.

This is not a debt of the Town nor will the Town have any other obligation on said bonds.

Authorization of this matter is pending final review by the Town Attorney's Office.

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments,* **Agenda Item : May 23, 2022**)
Terrence M. Gilbride, Esq. (*w/o attachments, via E-Mail)*

5/23/2022
Consent

FINANCIAL IMPACT:

None to the TOA

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

Terrence M. Gilbride
Partner
Direct Dial: 716.848.1236
Direct Facsimile: 716.819.4625
tgilbrid@hodgsonruss.com

Hodgson Russ ATTORNEYS

May 6, 2022

RECEIVED
MAY 09 2022
TOWN ATTORNEY

Via Federal Express

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

Dear Mr Sliwa:

Re: Sutton Place Preservation Limited Partnership Project

Our firm is Bond Counsel to the Town of Amherst Industrial Development Agency. In January of this year, Sutton Place Preservation Limited Partnership applied to the IDA for a tax-exempt bond issuance relating to the acquisition and renovation of a facility located at 113 Travers Blvd. in the Town of Amherst, which is a 21.77 acre parcel improved by 24 2-story buildings containing 246 apartment units. In order to qualify for these tax exempt bonds, Sutton Place has committed that this project will be operated as an affordable housing project, meaning that either (1) at least twenty percent (20%) of the units in the project will be occupied by individuals whose income is fifty percent (50%) or less of Area Median Gross Income as determined by the United States Department of Housing and Urban Development ("HUD") or (2) at least forty percent (40%) of the units in the project will be occupied by individuals whose income is sixty percent (60%) or less of Area Median Gross Income as determined by HUD.

This matter was subject to public hearing held by the IDA on April 7, 2022, at which no one other appeared besides Sutton Place. On April 29, 2022, the IDA adopted resolutions approving issuance of tax exempt bonds for this transaction. Under Section 147 of the Internal Revenue Code, however because these bonds will be tax-exempt, the Town Board of the Town of Amherst must also approve the transaction. Toward this end, I am enclosing with this letter a draft resolution which we have prepared for this purpose.

I note that the Town Board has a meeting scheduled for May 23, 2022 at which, if at all possible, the Town of Amherst Industrial Development Agency and Sutton Place Preservation Limited Partnership would like these resolutions adopted.

Attachment: SuttonPlace.HodgsonRuss-05102022101339 (RES-2022-507 : Sutton Place Preservation Limited Partnership Trust (TOA IDA))

To the extent that you have any questions about the refinancing or these resolutions, please let me know. Thank you in advance for your cooperation.

Very truly yours,

Terrence M. Gilbride

TMG:jsp
Enclosure

cc: Mr. David Mingoia
Christopher C. Canada, Esq.

Attachment: SuttonPlace.HodgsonRuss-05102022101339 (RES-2022-507 : Sutton Place Preservation Limited Partnership Trust (TOA IDA))

Board member _____ offered the following resolution, and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF CERTAIN OBLIGATIONS BY THE TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY TO FINANCE A CERTAIN PROJECT FOR SUTTON PLACE PRESERVATION LIMITED PARTNERSHIP

WHEREAS, pursuant to Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended (the "Enabling Act") and Chapter 410 of the 1970 Laws of New York, as amended, constituting Section 898 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), the Town Board of the Town of Amherst, New York (the "Town Board") has heretofore appointed the Chairperson and members of Town of Amherst Industrial Development Agency (the "Issuer") and has duly caused to be filed in the office of the Secretary of State of the State of New York the certificates required by Section 856 of the Act; and

WHEREAS, pursuant to the Act, the Issuer is authorized and empowered to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York (the "State"), to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration.

WHEREAS, to accomplish its stated purposes, the Issuer is authorized and empowered under the Act to issue its revenue bonds to finance the cost of acquisition, construction and installation of one or more "projects" (as defined in the Act), to acquire, construct and install said projects or to cause said projects to be acquired, constructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on January 4, 2022, Sutton Place Preservation Limited Partnership, a limited partnership organized and existing under the laws of the State of New York (the "Company") submitted an application (the "Application") to the Issuer, a copy of which Application is on file at the office of the Issuer, which Application requested that the Issuer consider undertaking a project (the "Project") for the benefit of the Company, said Project consisting of the following: (A) (1) the acquisition of a leasehold interest in a portion of approximately 21.77 acres of land located at 113 Travers Boulevard in the Town of Amherst, New York (the "Land"), (2) the acquisition, reconstruction and renovation of twenty-four (24) existing two-story facilities consisting of 246 apartment units and containing approximately 213,100 square feet in the aggregate known as the Sutton Place Apartments located on the Land (the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other personal property (the "Equipment") (the Land, the Facility and the Equipment being collectively referred to hereinafter as the "Project Facility"), all of the foregoing to constitute a low-income housing facility to be operated by the Company and leased to residential tenants, and any other directly and indirectly related activities; (B) the financing of all or a portion of the costs of the foregoing by the issuance of taxable and/or tax-exempt revenue bonds of the Issuer in one or more issues or series in an aggregate principal amount sufficient to pay all or a portion of the cost of undertaking the Project, together with necessary incidental costs in connection therewith, in an amount not to exceed $50,000,000 (the "Obligations"); (C) the payment of a portion of the costs incidental to the issuance of the Obligations,

Attachment: SuttonPlaceIDAReso.5.23.22-05102022101400 (RES-2022-507 : Sutton Place Preservation Limited Partnership Trust (TOA IDA))

Attachment: SuttonPlaceIDAReso.5.23.22-05102022101400 (RES-2022-507 : Sutton Place Preservation Limited Partnership Trust (TOA IDA))

including issuance costs of the Obligations and any reserve funds as may be necessary to secure the Obligations; (D) the granting of certain other "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including exemption from certain sales taxes, deed transfer taxes, mortgage recording taxes and real property taxes (collectively with the Obligations, the "Financial Assistance"); and (E) the lease (with an obligation to purchase) or sale of the Project Facility to Sutton Place Housing Development Fund Company, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (the "HDFC"), as nominee for and on behalf of the Company, or such other person as may be designated by the Company and agreed upon by the Issuer; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations (the "Regulations") adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively with the SEQR Act, "SEQRA"), by resolution adopted by the members of the Issuer on April 29, 2022 (the "SEQR Resolution"), the Issuer determined (A) that pursuant to Sections 617.5(c)(2) of the Regulations, the Project is a "Type II action" (as said quoted term is defined in the Regulations), and (B) that, therefore, no environmental impact statement or any other determination or procedure was required under the Regulations; and

WHEREAS, the Company has requested that interest on the Obligations be treated by the federal government as excludable from gross income for federal income tax purposes pursuant to Section 103 and Section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Town Board has been advised by the Issuer that the Issuer proposes to issue, subsequent to the adoption of this resolution, the Obligations from time to time in a principal amount sufficient to fund all or a portion of the costs of the Project; and

WHEREAS, interest on the Obligations will not be excludable from gross income for federal income tax purposes unless, among other things, pursuant to Section 147(f) of the Code, the issuance of the Obligations is approved by the "applicable elected representative" of the Town of Amherst, New York (the "Town") after the Issuer has held a public hearing (the "Public Hearing") on the nature and location of the Project Facility and the issuance of the Obligations; and

WHEREAS, the Chief Executive Officer of the Issuer (A) caused notice of the public hearing of the Issuer (the "Public Hearing") pursuant to Section 859-a(2) of the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), to hear all persons interested in the Project and the financial assistance being contemplated by the Issuer with respect to the Project, to be published on March 23, 2022 in the Amherst Bee, a newspaper of general circulation available to the residents of the Town of Amherst, Erie County, New York, (B) caused notice of the Public Hearing to be mailed on March 18, 2022 to the chief executive officers of the county and of each city, town, village and school district in which the Project Facility is (or will be) located, (C) conducted the Public Hearing remotely on April 7, 2022 at 8:30 o'clock a.m., local time via Zoom as part of a meeting of the Executive Committee of the Issuer and (D) prepared a report of the Public Hearing (the "Public Hearing Report") which fairly summarized the views presented at such Public Hearing and caused copies of said Public Hearing Report to be made available to the members of the Issuer and to the Town Board; and

WHEREAS, pursuant to Section 147(f) of the Code, the Town Board desires to allow the interest on the Obligations to be treated as excludable from gross income for federal income tax purposes; and

WHEREAS, Section 870 of the General Municipal Law of the State of New York specifically provides that neither the Obligations nor any other obligation of the Issuer shall be a debt of the Town, nor shall the Town be liable thereon;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF AMHERST, NEW YORK AS FOLLOWS:

Section 1. The Town Board hereby finds and determines that:

(A) The members of the Town Board have reviewed the Public Hearing Report with respect to the issuance of the Obligations and the Financial Assistance; and

(B) It is desirable and in the public interest for the Issuer to issue and sell the Obligations upon such terms and conditions as the Issuer shall determine, all for the purpose of paying all or a portion of the costs of the Project.

Section 2. In consequence of the foregoing, for the sole purpose of qualifying the interest payable on the Obligations for exclusion from gross income for federal income tax purposes pursuant to the provisions of Section 142(a)(7) of the Code, the Town Board, as the elected legislative body of the Town, hereby approves the issuance by the Issuer of the Obligations in the amount not to exceed $50,000,000 for the purpose of paying all or a portion of the costs of the Project, subject to the conditions provided in Section 3 hereof.

Section 3. The Obligations shall provide that they are not and shall never be a debt of the State or the Town, or any political subdivision thereof, and neither the State nor the Town shall be liable thereon. The Obligations, and the premium (if any) and interest payable thereon, shall be special obligations of the Issuer payable solely from the revenues and receipts derived from the sale or other disposition of the Issuer's interest in the Project and from any other security granted to the holders of the Obligations by, or on behalf of, the Company.

Section 4. This resolution shall take effect immediately.

The resolution was duly seconded by board member _____ and the resolution was duly adopted by a vote on roll call.

[Remainder of page left blank intentionally]

Attachment: SuttonPlaceIDAReso.5.23.22-05102022101400 (RES-2022-507 : Sutton Place Preservation Limited Partnership Trust (TOA IDA))

Attachment: SuttonPlaceIDAReso.5.23.22-05102022101400 (RES-2022-507 : Sutton Place Preservation Limited Partnership Trust (TOA IDA))

STATE OF NEW YORK)
)SS.:
COUNTY OF ERIE)

I, the undersigned (Deputy) Clerk of the Town Board of the Town of Amherst, New York (the "Town Board"), DO HEREBY CERTIFY that the preceding resolution was duly adopted by the Town Board at a regular meeting of the Town Board duly called and held on _____, 2022; that said resolution was entered in the minutes of said meeting; and that I have compared the foregoing copy with the original thereof now on file in my office and that the same is a true and correct transcript of said resolution and of the whole thereof.

I FURTHER CERTIFY that (A) all members of the Town Board had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Town Board present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Town of Amherst, New York this ___ day of _____, 2022.

_____
(Deputy) Clerk
Town Board of the
Town of Amherst, New York

(SEAL)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Attorney
Initiated by: **Ann Demopoulos**
Co-Sponsored by:

DOC ID: 25808 **RESOLUTION 2022-508** **ADOPTED**

Appointment of Supervisor as Marriage Officer

AGENDA ITEM : MAY 23rd, 2022

TO: **Town Board**

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

DATE: **May 16, 2022**

RE: **Appointment of Supervisor as Marriage Officer**

WHEREAS, the Supervisor receives requests from residents to officiate their marriage ceremonies;

THEREFORE BE IT RESOLVED that the Town Supervisor, Brian J. Kulpa, be appointed as a Marriage Officer as detailed in Domestic Relations Law Section 11-C; and

BE IT FURTHER RESOLVED that the appointment of the Town Supervisor as Marriage Officer will take effect immediately and end at the expiration of his term as the Town Supervisor; and

BE IT FURTHER RESOLVED that the Marriage Officer shall not receive a salary for serving in this capacity.

AD:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - May 23, 2022**)

5/23/2022
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25855 **RESOLUTION 2022-509** **ADOPTED**

Settlement of Article 7 - 111 Saint Gregory Court LLC

AGENDA ITEM : MAY 23rd, 2022

TO: **Town Board**

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

DATE: **May 18, 2022**

RE: **Settlement of Article 7 Matter**
111 Saint Gregory Court, LLC

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 23, 2022**)
Emily Murphy, Town Assessor

5/23/2022
Consent

FINANCIAL IMPACT:

Assessment

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

At a Motion Term of the Supreme Court held in and for the County of Erie, Buffalo, New York, on the ___ day of _____, 2022

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

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

---

111 SAINT GREGORY COURT, LLC, LLC,

Petitioner,

vs.

STIPULATION OF SETTLEMENT AND JUDICIA ORDER

ASSESSOR FOR THE TOWN OF AMHERST, NY, BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST, NY and THE TOWN OF AMHERST, NY,

Index No.
810266/2021

Respondents, and the

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

The Petitioner above-named, having duly and timely commenced these proceedings under Article 7 of the Real Property Tax Law to review the assessed value of real property located at 111 Saint Gregory Court (SBL 56.14-3-12) for the assessment year 2021, and the parties having proposed that the proceeding be settled upon the terms and conditions set forth herein; and now, upon the consent of the parties, it is hereby Stipulated, Agreed and:

ORDERED, that the assessment of the subject property for year 2021 was $3,344,000, shall remain unchanged for the assessment year 2021 and shall remain unchanged for that year; and it is further

ORDERED, that the assessment of the subject property shall be $1,760,000 for year 2022 (March 1, 2022 taxable status date) and 2023 (March 1, 2023 taxable status date); and it is further

ORDERED, that if the subject property is not fully operational as a skilled nursing facility (i.e., accepting and aiding patients within their care) and then in and for

Attachment: 22.05.16 - St Gregs' Court Elderwood - Amherst - UNSIGNED (RES-2022-509 : Settlement of Article 7 - 111 Saint Gregory Court

assessment year 2024 (March 1, 2024 taxable status date), the property's full value shall not exceed $3,000,000, but if the property is operating as defined herein, then the Town shall be permitted to fully revalue the subject and Petitioner shall be permitted to challenge the value and assessment of the subject in 2024, and the terms of RPTL Section 727 shall otherwise not be appliable; and it is further

ORDERED, that upon the granting of the Order herein, the Assessor for the Town of Amherst shall change the tentative and/or final 2022 assessment roll of the Town of Amherst to reflect the subject property's reduction in assessment as "So Ordered" herein, and the future tax rolls of each such jurisdiction must be corrected immediately and without further action of any party or their attorney, and it is further

ORDERED, that the officer or officers having the custody of the assessment roll upon which the above-mentioned and taxes levied thereon are entered, should correct the said entries in conformity with this Order, and it is further

ORDERED, that this document shall not be construed as a waiver of Petitioner's right to raise any constitutional claims associated with this action or the parcel at issue, and it is further

ORDERED, that this shall be considered the Parties' entire understanding and agreement between and among them. There shall be no modification of this agreement except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court, and it is further

ORDERED, that the Parties authorize their attorneys to execute this document and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this agreement, and it is further

ORDERED, that if any provision of this document shall be determined to be invalid, illegal, null or void, or unenforceable to any extent, the reminder of this agreement shall remain in effect to the fullest extent of the law, and it is further

ORDERED, that this Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this agreement.

ORDERED, that this action shall be discontinued without prejudice upon entry of this agreement. Petitioner shall have the right to seek specific enforcement of the terms of this agreement and to otherwise enforce it by whatever means provided by law, and it is further

ORDERED, that the Consent to this Order below may be signed in counterpart and by electronic or facsimile signature.

Attachment: 22.05.16 - St Gregs' Court Elderwood - Amherst - UNSIGNED (RES-2022-509 : Settlement of Article 7 - 111 Saint Gregory Court

DATED: _____, 2022
Buffalo, New York

_____
HON. EMILIO COLAIACOVO, J.S.C. PRESIDING

THE PARTIES CONSENT TO THIS ORDER:

Dated: _____

SPENO MACLEOD, PLLC

By: _____
Rebecca Speno, Esq.

Attorneys for Petitioner
PO Box 152
Baldwinsville, New York 13027

Dated: _____

TOWN OF AMHERST

By: _____
Samuel Alba, Esq.

Senior Deputy Town Attorney
Town of Amherst - 5583 Main Street
Williamsville, New York 14221

Dated: _____

Attachment: 22.05.16 - St Gregs' Court Elderwood - Amherst - UNSIGNED (RES-2022-509 : Settlement of Article 7 - 111 Saint Gregory Court

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 25859 **RESOLUTION 2022-510** **ADOPTED**

Settlement of Article 7 3140 Sheridan Drive LLC, Alberta Properties, L.L.C. & Sheridan/Carmen LLC

AGENDA ITEM : MAY 23rd, 2022

TO: **Town Board**

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

DATE: **May 18, 2022**

RE: **Settlement of Article 7 Matter**
3140 Sheridan Drive LLC, Alberta Properties, L.L.C. &
Sheridan/Carmen, LLC

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : May 23, 2022**)
Emily Murphy, Town Assessor

5/23/2022
Consent

FINANCIAL IMPACT:

Assessment

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

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

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

3140 SHERIDAN DRIVE LLC, ALBERTA PROPERTIES, L.L.C. & SHERIDAN/CARMEN, LLC,

Petitioner,

v.

CONSENT ORDER

Index No.: 809645/2021
807079/2020
809019/2019

TOWN OF AMHERST,

Respondent.

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

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as:

Address	Section/Block/Lot
315 Alberta Drive	67.06-2-22
331 Alberta Drive	67.06-2-25
30 South Cayuga Road	81.05-1-38
3140 Sheridan Drive	67.06-2-24

having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, and the Attorney for Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for the imposition of ad valorem taxes assessed by the Town of Amherst, the Sweet Home CSD, the Williamsville CSD and the County of Erie, it is hereby

Attachment: AMH 19002 Consent Order 3140 Sheridan v Amherst - UNSIGNED (RES-2022-510 : Settlement of Article 7 - 3140 Sheridan Drive

Attachment: AMH 19002 Consent Order 3140 Sheridan v Amherst - UNSIGNED (RES-2022-510 : Settlement of Article 7 - 3140 Sheridan Drive

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for tax years 2019-2020, 2020-2021 and 2021-2022 for the premises previously identified be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2022-2023, 2023-2024 and 2024-2025 for the premises be set as follows:

Address	Section/Block/Lot	Assessed Value
315 Alberta Drive	67.06-2-22	$307,000
331 Alberta Drive	67.06-2-25	$865,000
30 South Cayuga Road	81.05-1-38	no change
3140 Sheridan Drive	67.06-2-24	$291,000,

and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2025-2026 for the premises be set as follows:

Address	Section/Block/Lot	Assessed Value
315 Alberta Drive	67.06-2-22	$700,000
331 Alberta Drive	67.06-2-25	$865,000
30 South Cayuga Road	81.05-1-38	no change
3140 Sheridan Drive	67.06-2-24	$700,000,

and it is further

ORDERED, STIPULATED, AND ADJUDGED that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years, and it is further

ORDERED, STIPULATED, AND ADJUDGED that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

ORDERED, STIPULATED, AND ADJUDGED that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Sweet Home CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45 days by official check payable to the order of Wolfgang & Weinmann, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such attorneys to hold the proceeds as trust

Attachment: AMH 19002 Consent Order 3140 Sheridan v Amherst - UNSIGNED (RES-2022-510 : Settlement of Article 7 - 3140 Sheridan Drive

Attachment: AMH 19002 Consent Order 3140 Sheridan v Amherst - UNSIGNED (RES-2022-510 : Settlement of Article 7 - 3140 Sheridan Drive

funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 90 days of receipt of said corrected bills, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

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

ORDERED, STIPULATED, AND ADJUDGED that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements awarded to, by or against any party, and upon compliance with the terms of this Order,

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

_____
Hon. Emilio Colaiacovo, J.S.C.

DATED:

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

FOR PETITIONER
3140 Sheridan Drive LLC et al.

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

Date: _____

FOR PETITIONER
3140 Sheridan Drive LLC et al.

By: _____
Stephen Obletz
As Agent

Date: _____

FOR INTERVENOR
County of Erie

By:_____
Thomas Webb
Attorney for Intervenor

Date: _____

FOR RESPONDENT
Town of Amherst

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

Date: _____

FOR INTERVENOR
Sweet Home CSD

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

Date: _____

FOR INTERVENOR
Williamsville CSD

By:_____
Michael B. Risman, Esq.
Attorney for Intervenor

Date: _____

Attachment: AMH 19002 Consent Order 3140 Sheridan v Amherst - UNSIGNED (RES-2022-510 : Settlement of Article 7 - 3140 Sheridan Drive

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25860 **RESOLUTION 2022-511** **ADOPTED**

Standard Work Day and Reporting Resolution

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

See attached.

5/23/2022
Consent

FINANCIAL IMPACT:

None

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

Attachment: DOC051822-051820221100S7 (RES-2022-511 : Standard Work Day and Reporting Resolution)

Office of the New York State Comptroller
NYSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Employer Location Code

3	0	0	4	5

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.11/19)

BE IT RESOLVED, that the Town of Amherst / 30045 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

(Name of Employer) *(Location Code)*

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
							☐		☐
		Attached					☐		☐
	see						☐		☐
							☐		☐
							☐		☐
		See Attached					☐		☐

I, Francina J. Spoth, secretary/clerk of the governing board of the Town of Amherst, of the State of New York,
(Name of Secretary or Clerk) *(Circle one)* *(Name of Employer)*

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Amherst on this _____ day of _____, 20_____,
(Name of Employer)

_____.
(Signature of Secretary or Clerk)

Affidavit of Posting: I, Francina J. Spoth being duly sworn, deposes and says that the posting of the Resolution began on
(Name of Secretary or Clerk)

_____ and continued for at least 30 days. That the Resolution was available to the public on the:
(Date)

☐ Employer's website at: _____

☐ Official sign board at: _____

☐ Main entrance Secretary or Clerk's office at:

(seal)

(for additional rows, attach a RS 2417-B form.)

Attachment: DOC051822-051820221100S7 (RES-2022-511 : Standard Work Day and Reporting Resolution)

Office of the New York State Comptroller
NYSLRS
New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Please type or print clearly in blue or black ink

Employer Location Code
3 0 0 4 5

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B
(Rev.04/20)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials									
Brian J. Kulpa			Supervisor	01/01/22 - 12/31/25	7	22.38	☐	Bi-weekly	☐
Jacqualine G. Berger			Councilmember	01/01/22 - 12/31/25	6	26.68	☐	Bi-weekly	☐
Deborah Bruch Bucki			Councilmember	01/01/20 - 12/31/23	6	22.05	☐	Bi-weekly	☐
Michael Szukala			Councilmember	01/01/20 - 12/31/23	6	4.38	☐	Bi-weekly	☐
							☐		☐
Kara Buscaglia			Town Justice	01/01/22 - 12/31/25	7	22.05	☐	Bi-weekly	☐
							☐		☐
Francina J. Spoth			Town Clerk	01/01/20 - 12/31/23	7	26.15	☐	Bi-weekly	☐
							☐		☐
Appointed Officials									
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐
							☐		☐

K. Buscaglia

13.B.1.a

January 2022

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
				5 HRS WEDDING SWEARING IN		1
2	3	4	5	6	7	8
ARRS 4 HRS	ARR'S TRAINING PAPERWORK 8 HRS	ARR'S ONLINE TRAINING 7 HRS	Buscaglia 9:30 Criminal OFFICE WORK 6 HRS	Buscaglia 9:30 Criminal 12:30 Evictions + EMAILS + CORRESP. 6 HRS	Voelkl 9:00 Village DA OFFICE WORK + TRAINING REMOTE 7 HRS	
BP	Brittany Penberthy	James Dematteo	Anthony Domenico	Crystal Wentz	Daniel Whorley	AD
9	10	11	12	13	14	15
	Buscaglia 9:30 Violations/V&T + OFFICE WORK Klein 12:30 Evictions 6 HRS	Buscaglia 9:00 Small Claims 12:30 Drug 7 HRS	Buscaglia 9:30 Criminal PAPERWORK Klein 9:00 Non-Jury 1:00 Housing 2:00 V&T 6 HRS	Buscaglia 9:30 Criminal 11:00 Non Jury 12:30 Evictions Klein 9:00 Criminal 6 HRS	REMOTE - PAPERWORK EMAILS - REVIEW LEGAL STANDINGS 7 HRS	
BP	Brittany Penberthy	James Dematteo	Anthony Domenico	Crystal Wentz	Daniel Whorley	DW
16	17	18	19	20	21	22
ARRS 4 HRS	Holiday ARR'S 7 HRS	Buscaglia 12:30 Drug 6 HRS	Buscaglia 9:30 Criminal + PAPERWORK Klein 9:00 Non-Jury 1:00 Veterans/Domestic 7 HRS	Buscaglia 9:30 Criminal 11:00 Non Jury 12:30 Evictions Klein 9:00 Criminal 7 HRS	Voelkl 9:00 Village DA Klein 9:00 Small Claims OFFICE WORK REMOTE 7 HRS	ARR'S 4 HRS
BP		James Dematteo	Anthony Domenico	Crystal Wentz	Anthony Domenico	CW
23	24	25	26	27	28	29
ARR'S 4 HRS	Buscaglia 9:30 Violations/V&T REMOTE WORK Klein 1:00 Evictions 6 HRS	Buscaglia 9:00 Small Claims 12:30 Drug 6 HRS	Buscaglia 9:30 Criminal Klein 9:00 Evict/Non-Jury 5 HRS	Buscaglia 9:30 Criminal 11:00 Non Jury Klein 9:00 Criminal 6 HRS	Voelkl 9:00 Village - ARRS - REMOTE OFFICE WORK 7 HRS	ARRS 4H
BP	Brittany Penberthy	James Dematteo	Anthony Domenico	Crystal Wentz	Daniel Whorley	AD
30	31					
ARR'S 4 HRS	Klein 9:00 Small Claims	MTG W/WMSVL SCHOOLS BUSINESS MTG 5 HRS				
BP	Brittany Penberthy					

12/28/21

MAY 10 '22 AM 11:54 RCVD

Attachment: DOC051822-05182022110057 (RES-2022-511 : Standard Work Day and Reporting Resolution)

K. Buscaglia

February 2022

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
		1 Buscaglia 9:30 Small Claims 12:30 Drug 7 HRS Jim Dematteo	2 Buscaglia 9:30 Criminal WEDDING Klein 9:00 Non-Jury 1:00 Veterans/DV 6 HRS Anthony Domenico	3 Buscaglia 9:30 Criminal 12:30 Evictions Klein 9:00 Criminal 7 HRS Crystal Wentz	4 Voelkl 9:00 Village DA -REMOTE (EMAILS PAPERWORK) - WEDDING 6 HRS Daniel Whorley	5 AD
6 DW	7 Buscaglia 9:30 Violations OFFICE WORK 6 HRS Fred Petersen	8 Buscaglia 12:30 Drug 7 HRS Jim Dematteo	9 Buscaglia 9:30 Criminal Klein 9:00 Non-Jury 1:00 Housing 2:00 V&T 6 HRS Anthony Domenico	10 Buscaglia 9:30 Criminal 12:30 Evictions Klein 9:00 Criminal 6 HRS Crystal Wentz	11 Klein 1:00 Small Claims REMOTE OFFICE WORK + ONLINE TRAINING 7 HRS Daniel Whorley	12 DW
13 DW	14 Klein 1:00 Evictions -REMOTE OFFICE WORK + ONLINE TRAINING 6 HRS Fred Petersen	15 Buscaglia 9:00 Small Claims 12:30 Drug 7 HRS Jim Dematteo	16 Klein 9:00 Non-Jury 1:00 Veterans/DV EMAILS + PAPERWORK 3 HRS Anthony Domenico	17 Klein 9:00 Criminal Crystal Wentz	18 Klein 1:00 Small Claims Daniel Whorley	19 AD
20 DW	21 Holiday 7 HRS	22 CLE TRAINING ONLINE 8 HRS Jim Dematteo	23 Klein 9:00 Non-Jury CLE TRAINING ONLINE 8 HRS Anthony Domenico	24 Klein 9:00 Criminal REMOTE OFFICE WORK 6 HRS Jim Dematteo	25 Voelkl 9:00 Village REMOTE OFFICE WORK 6 HRS Daniel Whorley	26 ARR'S 4 HRS AD
27 ARR'S 4 HRS DW	28 Buscaglia 11:30 V&T Trial 6 HRS Fred Petersen					

Attachment: DOC051822-05182022110057 (RES-2022-511 : Standard Work Day and Reporting Resolution)

MAY 10 '22 AM 11:55 RCVD

K. Buscaglia

13.B.1.a

March 2022

Sun	Monday	Tuesday	Wednesday	Thursday	Friday	Sat
		1 Buscaglia 12:30 Drug 7 HRS Jim Dematteo	2 Buscaglia 9:30 Criminal Klein 9:00 Non-jury 1:00 Veterans/DV 6 HRS Fred Petersen	3 Buscaglia 9:30 Criminal 11:00 Trial Klein 9:00 Criminal 4 HRS Elias Farah	4 Voelkl 8:45 Village DA Klein 1:00 Small Claims OFFICE WORK 7 HRS Daniel Whorley	5 AD*
6 DW	7 - VIDEO TRAINING - EMAILS PAPERWORK 7 HRS Fred Petersen	8 Buscaglia 9:30 Small Claims 12:30 Drug 7 HRS Jim Dematteo	9 Buscaglia 9:30 Criminal Klein 9:00 Non-jury 1:00 Housing 2:00 V&T 6 HRS Jim Dematteo	10 Buscaglia 9:30 Criminal 11:00 Trial Klein 9:00 Criminal 6 HRS Elias Farah	11 Voelkl 8:45 Village MTG @ 9 WORK + EMAILS 7 HRS Daniel Whorley	12 DW
13 DW	14 Buscaglia 9:30 Violations OFFICE WORK 7 HRS Fred Petersen	15 Buscaglia 12:30 Drug 7 HRS Jim Dematteo	16 Buscaglia 9:30 Criminal OFFICE WORK Klein 9:00 Non-jury 1:00 Veterans/DV 7 HRS Jim Dematteo	17 Buscaglia 9:30 Criminal 11:00 Trial OFFICE WORK Klein 9:00 Criminal 7 HRS Elias Farah	18 Voelkl 8:45 Village DA LUNCH MTG Klein OFFICE WORK 12:30 Tenant 1:00 Small Claims 6 HRS Jim Dematteo	19 ARR 4 AD
20 ARR's 4 HRS DW	21 ARR'S OFFICE WORK 7 HRS Fred Petersen	22 Buscaglia 9:30 Small Claims 12:30 Drug 7 HRS Jim Dematteo	23 Buscaglia 9:30 Criminal Klein 9:00 Non-jury 7 HRS Jim Dematteo	24 Buscaglia 9:30 Criminal 11:00 Trial Klein 9:00 Criminal 7 HRS Elias Farah	25 ARR'S OFFICE WORK 7 HRS Daniel Whorley	26 ARR's 4 HR AD
27 ARR 4 HRS DW	28 ARR'S OFFICE WORK 7 HRS Fred Petersen	29 ARR'S OFFICE WORK 7 HRS Jim Dematteo	30 Buscaglia 9:30 Criminal Klein 9:00 Non-jury 7 HRS Fred Petersen	31 Buscaglia 9:30 Criminal 11:00 Trial MTG WITOWN Klein 9:00 Criminal 9 HRS Crystal Wentz		

*Anthony Domen

34

Attachment: DOC051822-05182022110057 (RES-2022-511 : Standard Work Day and Reporting Resolution)

MAY 10 '22 MILLER ROAD

174

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25830 **RESOLUTION 2022-512** **ADOPTED**

Amusement License - the Boulevard Federal Credit Union

Request by The Boulevard Federal Credit Union for a First Class Amusement License to hold a craft fundraiser at 2787 Niagara Falls Blvd. on Saturday August 13, 2022 from 10:00am to 4:00pm.
Supervising Code Enforcement Officer recommends a fee of $50.00

The following conditions apply:

1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. All temporary power must be code compliant.
4. Bathroom facility must be made available & accessible.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will be require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.
10. The use of tents in excess of 400 sq. feet will require a tent permit.

5/23/2022
Consent

FINANCIAL IMPACT:

Income to the Town

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

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

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

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

Agenda Item

DATE: May 3, 2022
TO: Town Board
FROM: Douglas Gesel, Supervising Code Enforcement Officer
RE: Amusement License for 2787 Niagara Falls Boulevard, Boulevard Federal Credit Union

In response to the Amusement License Application dated April 10, 2022 from Jennifer Heim,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

With the event being on Saturday August 13, 2022 from 10:00 am until 4:00pm in the parking lot of the address noted above, I would recommend a fee of $50.00.

I would recommend that the following conditions be stated:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

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

Douglas Gesel, Supervising Code Enforcement Officer

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: DOC051322-05132022101943 (RES-2022-512 : Amusement License - the Boulevard Federal Credit Union)

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

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

Memorandum

Date: 4/22/2022

From: Bryan W. Parnell

Sr. Fire Inspector

To: Jennifer Heim

Re: Craft Fundraiser @ 2787 Niagara Falls Blvd

1. The use of tents in excess of 400 sq. feet will require a tent permit.
2. Food trucks must have a current Town of Amherst Mobile Food Vehicle permit.
3. Emergency access must be maintained at all times.
4. Crowds over 500 people require certified Crowd Managers.

5. Accessable Parking
6. Accessible / Restrooms

Attachment: DOC051322-05132022101943 (RES-2022-512 : Amusement License - the Boulevard Federal Credit Union)

Bianco, Lisa

From: Scott Chamberlin [redacted]
Sent: Thursday, April 21, 2022 2:45 PM
To: Bianco, Lisa
Subject: Re: Amusement License

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

The Police Department has no concerns or issues.

Regards,

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

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

On Thu, Apr 21, 2022 at 10:43 AM Bianco, Lisa <lbianco@amherst.ny.us> wrote:

MEMORANDUM

Date: April 20, 2022

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

From: Lisa M Bianco

Re: Amusement License

Attached is a request from Boulevard Federal Credit Union to hold a craft/garage fundraiser from 10 am - 4 pm on August 13,2022 at Boulevard FCU, 2787 Niagara Falls Boulevard. Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda. Thank you for your cooperation.

Lisa M Bianco
Town Of Amherst
Clerks Office
lbianco@amherst.ny.us<mailto:lbianco@amherst.ny.us>

Attachment: DOC051322-05132022101943 (RES-2022-512 : Amusement License - the Boulevard Federal Credit Union)

Town of Amherst
Amusement License Application

Organization or Resident: Boulevard Federal Credit Union

Address of Event: 2787 Niagara Falls Blvd.

Describe Event: Fundraiser for WNY Heroes Inc. Craft/Yard & Food Sale.

List All Dates: August 13, 2022 Saturday
day/month/year & day of week

Number of Occasions: ONE

Time (Start & End): 10:00 AM Till 9:00 PM

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer Jennifer Heim

Address 2787 Niagara Falls Blvd Amherst 14228

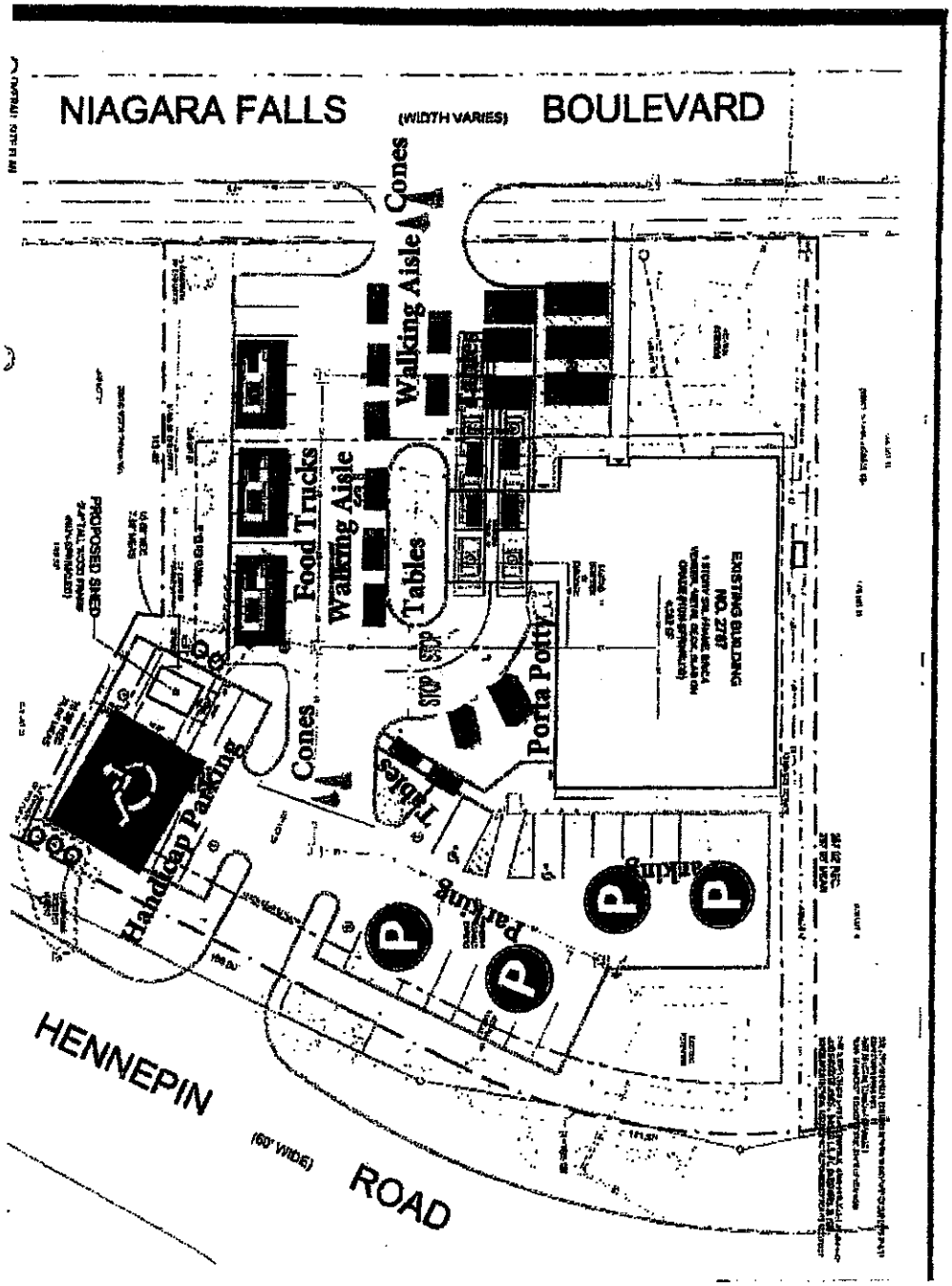
Phone Number (716) 691-6727

Signature of Organizer Jennifer Heim

Date 4-18-2022

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

Attachment: DOC051322-05132022101943 (RES-2022-512 : Amusement License - the Boulevard Federal Credit Union)



For the day of the events, we will have volunteers from WNY Heroes to help with parking and directions.

Amherst Automotive have volunteer to let us use their parking lot also.

The drive thru ATM will only be available for walk ups, no drive thru during the events. There will be a sign up to let people know.

Attachment: DOC051322-05132022101943 (RES-2022-512 : Amusement License - the Boulevard Federal Credit Union)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25843 **RESOLUTION 2022-513** **ADOPTED**

Amusement License - 12 Gates Brewing Company

Request by 12 Gates Brewing Company for a First Class Amusement License to hold an event on June 4, for an annual Beer and Music Festival at 80 Earhart Drive.
Supervising Code Enforcement Officer recommends a fee of $50.00.

The following conditions apply:

1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. All temporary power must be code compliant.
4. Bathroom facility must be made available & accessible.
5. On site accessible parking must be maintained.
6. Vehicle impact protection must be provided for the guest area.
7. Fire Department access must be maintained at all times in the event of an emergency.
8. Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with the Chapter 4 of the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
10. Tents over 400 Sq. Feet will require a fire prevention permit.
11. Inspections will be required by the Fire and Electrical Inspectors on 06/03/2022.

5/23/2022
Consent

FINANCIAL IMPACT:

Income to the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

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

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

Attachment: DOC051722-05172022084137 (RES-2022-513 : Amusement License - 12 Gates Brewing Company)

Agenda Item

DATE: May 12, 2022

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 80 Earhart Drive, 12 Gates Brewing Company

In response to the Amusement License Application dated May, 11, 2022 from Kevin Lalock,

I recommend the approval of his request for First Class outdoor events at the above noted address. The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.

With the event being on Saturday June 4, 2022 from 12:00 pm until 11:30pm in the parking lot of the address noted above, I would recommend a fee of $50.00.

I would recommend that the following conditions be stated:

- Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
- That all fire lanes be kept clear at all times.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- On site accessible parking must be maintained.
- Vehicle impact protection must be provided for the guest area.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" that are in compliance with Chapter 4 of the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

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

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

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

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

Memorandum

Date: 5/12/2022

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: 12 Gates

1. Tents over 400 Sq. Feet will require a fire prevention permit.
2. Crowds over 1000 people will require certified Crowd Managers and must comply with the IFC.
3. Emergency access road must be maintained at all times.
4. Mobile food vendors must be licensed by the Town of Amherst.
5. Inspections will be required by the Fire and Electrical Inspectors on 6/3/2022.

Attachment: DOC051722-05172022084137 (RES-2022-513 : Amusement License - 12 Gates Brewing Company)

Brownson, Ashley

From: Scott Chamberlin [redacted]
Sent: Monday, May 16, 2022 12:04 PM
To: Brownson, Ashley
Subject: Re: FW: 12 Gates Brewing Co

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.

Yes, we have no issues with this event.

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

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

On Mon, May 16, 2022 at 12:02 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

> Good Afternoon,
>
> I am just following up to see if you were able to review the amusement application for 12 Gates Brewing Co. The deadline for the Town Agenda is Wednesday, May 18th.
>
> Thank you,
>
> Ashley Brownson
> Town of Amherst
> Clerk's Office
>
> From: Brownson, Ashley
> Sent: Wednesday, May 11, 2022 1:16 PM
> To: Chamberlin, Scott [redacted]; Gesel, Doug <DGesel@amherst.ny.us>; Parnell, Bryan <BPARNELL@amherst.ny.us>
> Subject: 12 Gates Brewing Co
>
> Attached is an application from Kevin Lalock, 12 Gates Brewing Co, to hold an event at 12 Gates Brewing Co, 80 Earhart Dr, Ste 20. The event will be held June 4, 2022.
>
> Please review and send any written comments back to me as soon as possible, so we can place this on the earliest Town Board Agenda.
>
> Thank you for your cooperation.
>
> Ashley Brownson

Attachment: DOC051722-05172022084137 (RES-2022-513 : Amusement License - 12 Gates Brewing Company)

Town of Amherst
Amusement License Application

Organization or Resident: 12 GATES BREWING Co

Address of Event: 80 EARHART DR STE 20

Describe Event: ANNUAL BEER & MUSIC FESTIVAL

List All Dates: JUNE 4, 2022
day/month/year & day of week

Number of Occasions: (1)

Time (Start & End): 12p - 11p

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer KEVIN P. LALOCK

Address 80 EARHART DR STE 20

Phone Number 716. 903. 2141

Signature of Organizer [signature]

Date 5/11/22

Office use only:
Submitted to Police & Building 5/11
Fee determined by Town Board _____
Business or Resident notified _____
Payment Rcvd _____
License issued and mailed out _____

Attachment: DOC051722-05172022084137 (RES-2022-513 : Amusement License - 12 Gates Brewing Company)

EXHIBIT A

DEMISED SHARED PREMISES



A = BATHROOM LOCATIONS 43 units TOTAL

KLALOCKC 12GATESBREWING.COM

Attachment: DOC051722-05172022084137 (RES-2022-513 : Amusement License - 12 Gates Brewing Company)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25856 **RESOLUTION 2022-514** **ADOPTED**

Amusement License - Benderson Development Company

Request by Benderson Development for a First Class Amusement License to hold the following events at 1565-1703 Niagara Falls Boulevard:

The Great Outdoors - 6/4/2022
Fourth of July Celebration - 07/02/2022
Carnival Spectacular - 08/06/2022
Superhero Day - 09/03/2022

Supervising Code Enforcement Officer recommends a fee of $200.00.

The following conditions apply:

1. That all fire lanes be kept clear at all times.
2. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
3. All temporary power must be code compliant
4. Bathroom facility must be made available & accessible.
5. Off street parking must be available and on site accessible parking must be maintained.
6. Fire Department access must be maintained at all times in the event of an emergency.
7. Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
8. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.
9. Mobile Food Vendors are required to have a Town of Amherst License.

5/23/2022
Consent

FINANCIAL IMPACT:

Income to the Town.

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

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

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

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

Agenda Item

DATE: May 17, 2022

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 1565-1703 Niagara Falls Boulevard

In response to the Amusement License Application dated 5/12/2022, from Daniel Gaeta, I recommend the approval of his request for First Class outdoor events at the above noted address.

The fee for such an event is set be the Town Board, the fee can be from $5.00 to $50.00 per day, or fraction thereof.
With the events being held over multiple days from 11:00am until 2:00pm in the court yard area of the address noted above, I would recommend a fee of $50.00 per day.
Dates and types of events:
The Great Outdoors- 6/4/2022, Fourth of July Celebration- 7/2/2022, Carnival Spectacular- 8/6/2022, Superhero Day- 9/3/2022

I would recommend that the following conditions be stated:

- That all fire lanes be kept clear at all times.
- For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained.
- All temporary power must be code compliant.
- Bathroom facility must be made available & accessible.
- Off street parking must be available and on site accessible parking must be maintained.
- Fire Department access must be maintained at all times in the event of an emergency.
- Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
- The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

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

Douglas Gesel, Supervising Code Enforcement Officer DG

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Benderson Agenda Item 2022 (RES-2022-514 : Amusement License - Benderson Development Company)

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

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

Memorandum

Date: 5/13/2022

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: 1565-1703 Niagara Falls Blvd – Amusement License

1. Fire lanes and emergency access must be maintained at all times.
2. Tents over 400 square feet will require a fire prevention permit.
3. Crowd over 1000 people will require certified crowd managers in compliance with the International Fire Code.
4. Mobile Food Vendors are required to have a Town of Amherst License.

Attachment: Benderson Agenda Item 2022 (RES-2022-514 : Amusement License - Benderson Development Company)

Brownson, Ashley

From: Scott Chamberlin <[redacted]>
Sent: Thursday, May 12, 2022 3:16 PM
To: Brownson, Ashley
Subject: Re: Amusement License

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

No issues with this from the police perspective.

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

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

On Thu, May 12, 2022 at 12:35 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

> Attached is an application from Daniel Gaeta, Benderson Development, to hold events at The Boulevard at 1565-1703 Niagara Falls Boulevard. The events will be held from June 4, 2022 through September 3, 2022.
>
> Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda. Thank you for cooperation.
>
> Ashley Brownson
> Town of Amherst
> Clerk's Office

Attachment: Benderson Agenda Item 2022 (RES-2022-514 : Amusement License - Benderson Development Company)

Town of Amherst
Amusement License Application

Organization or Resident: Benderson Development Company, LLC

Address of Event: The Boulevard
1565-1703 Niagara Falls Blvd
Amherst, NY 14228

Describe Event: See Attached

List All Dates: Saturday 6/4, 7/2, 8/6 and 9/3/ 2022
day/month/year & day of week

Number of Occasions: 4

Time (Start & End): 11AM-2PM

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer Benderson Development Company, LLC

Address 570 Delaware Avenue
Buffalo, NY 14202

Phone Number (716) 225-3647

Signature of Organizer

Date 5/12/22

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

Attachment: Benderson Agenda Item 2022 (RES-2022-514 : Amusement License - Benderson Development Company)

BENDERSON
DEVELOPMENT

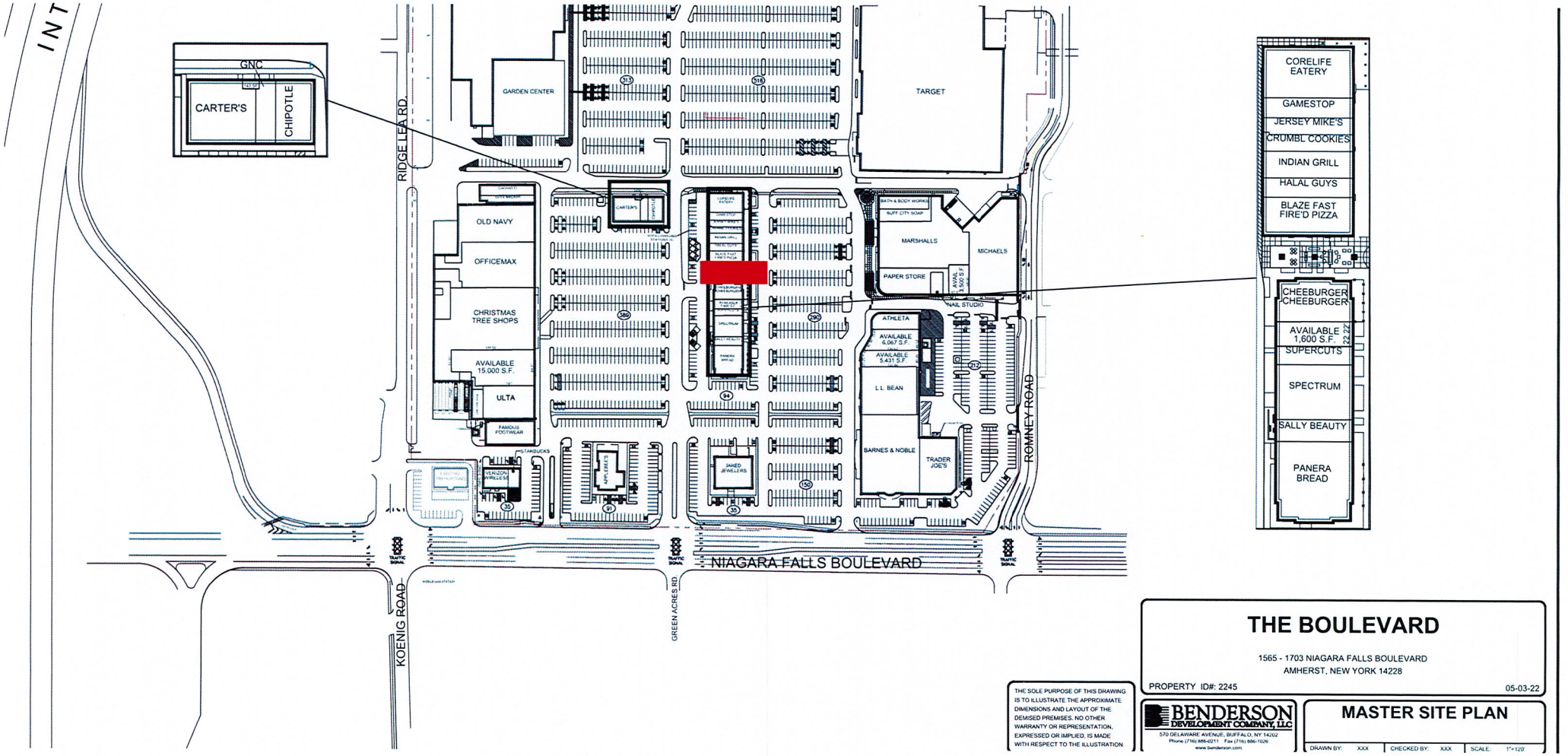
www.benderson.com

2022 Special Events Calendar

The Boulevard
1565-1703 Niagara Falls Blvd
Amherst, NY 14228

- **Saturday, 6/4/22**-The Great Outdoors – outdoor adventure with LL Bean – food, ice cream truck, DJ, face painting and games – **11am to 2pm**
- **Saturday, 7/2/22**-Fourth of July Celebration – hot dogs, ice cream, crafts, face painting - **11am to 2pm**
- **Saturday,8/6/22**-Carnival Spectacular – cotton candy, ice cream, crafts, face painting - **11am to 2pm**
- **Saturday, 9/3/22**-Superheroes Day – meet your favorite superheroes and community heroes with touch a truck, safety demonstrations, ice cream and face painting - **11am to 2pm**

Attachment: Benderson Agenda Item 2022 (RES-2022-514 : Amusement License - Benderson Development Company)



THE BOULEVARD

1565 - 1703 NIAGARA FALLS BOULEVARD
AMHERST, NEW YORK 14228

PROPERTY ID#: 2245 05-03-22

THE SOLE PURPOSE OF THIS DRAWING IS TO ILLUSTRATE THE APPROXIMATE DIMENSIONS AND LAYOUT OF THE DEMISED PREMISES. NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO THE ILLUSTRATION.

BENDERSON DEVELOPMENT COMPANY, LLC
570 DELAWARE AVENUE, BUFFALO, NY 14202
Phone (716) 886-0211 Fax (716) 886-1026
www.benderson.com

MASTER SITE PLAN

DRAWN BY: XXX CHECKED BY: XXX SCALE: 1"=120'

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25826 **RESOLUTION 2022-515** **ADOPTED**

New Firefighter for Getzville Fire Company

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

Matteo Milazzo
213B South Lake Village
Buffalo, NY 14261

5/23/2022
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Matteo Milazzo

Applicant Home Address: 213B Southlake VLG, Buffalo, NY, 14261

Under penalty of perjury I, Matteo Milazzo affirm I am an applicant to be a member of the, Getzville (fire dept.) and my address of residence is listed above.

☑ My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

_____

Signature of Applicant: M. M

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: _____

Title: Corporate Secretary

Date: 5/5/2022

Submit this completed form to:
Amherst Town Clerk
5583 Main Street
Williamsville, NY 14221

Attachment: milazzo residency (RES-2022-515 : New Firefighter for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 25853 **RESOLUTION 2022-516** **ADOPTED**

Budget Transfers and Amendments

For May 23, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 5/18/2022
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:***
G9000.4110 Contractual $386.02	G9000.9000 Transfers $386.02
KP2130.4971 Design Exp. $20,990.00	KP2130.4972 Construction $20,990.00
Requested per Department to modify KP2130 budget for additional construction expense.	
A1990.4000 Contingency $31,361.81	A1110.1850 Lump Sum Retirement $16,185.75
	A1110.1881 Health Ins. Bank $12,947.37
	A1110.8030 FICA $2,228.69
To transfer funds budgeted in contingency for lump sum payments for retirement from Town Court.	

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
KP2130.05031 Interfund Transfers $386.02	KP2130.4972 Construction Exp $386.02
Requested per Department to modify KP2130 budget for additional construction expense.	
N2123.02785 CDBG & VG PI $11,144.80	N2123.4000 Admin $11,144.80
N2125.02785 CDBG & VG Admin $2,786.20	N2125.1000 Personal Services $2,573.06
	N2125.8030 FICA $213.14
To recognize Community Development program income from 64 Kingsgate, Amherst.	
N2144.02785 New Construction - PI $5,085.00	N2144.4000 Contractual $5,085.00
N2149.02785 HOME Admin- PI $565.00	N2149.4003 Admin $565.00
To recognize Community Development program income from 25 Lordan, Cheektowaga.	
N2144.02785 New Construction - PI $4,500.00	N2144.4000 Contractual $4,500.00
N2149.02785 HOME Admin- PI $500.00	N2149.4003 Admin $500.00
To recognize Community Development program income from 107 Bright, Cheektowaga.	
D5112.03507 Paving - CHIPS - State Aid $482,600.57	D5112.2800 Paving - CHIPS $482,600.57
To adjust the Paving - CHIPS funding budget for rollover amount, PAVE NY, and EWR per award letter.	
N2140.02785 Amherst HOME Rehab $170.00	N2140.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
N2123.02785 CDBG & VG PI $150.00	N2123.4000 Admin $150.00
To recognize Community Development program income from 299 Harding Rd, Amherst.	

5/23/2022
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25729 A **RESOLUTION 2022-517** **ADOPTED**

Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323

WHEREAS, the Town has a need for a contract for General Construction and Maintenance Services to allow for such projects to be completed in a timely manner; and

WHEREAS, Erie County Bid #A218160-002 with Rodriguez Construction Group covers those types of services; and

WHEREAS, due to the nature of the contract (overhead and profit as a % of construction and maintenance costs), all work performed will be overseen by the Building Maintenance (Facilities) Dept.;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Agreement with Rodriguez Construction Group for participation in the Erie County contract for General Construction and Maintenance Services.

5/23/2022
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, Lavin, Szukala
ABSENT:	Bucki

Attachment: Rodriguez (RES-2022-517 : Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between Rodriguez Construction Group and the Town of Amherst permitting the Town of Amherst to participate in the Erie County General Construction/Maintenance Services contract Bid #A218160-002 for the contract term through August 31, 2022.

Agreed to and Accepted by:
Rodriguez Construction Group

By:_____
Signature

Kevin G. Maxwell
Printed Name

VP of Construction
Title

Date: 4.19.2022

Agreed to and Accepted by:
TOWN OF AMHERST

By:_____
Brian J. Kulpa, Supervisor

Date:_____

Attachment: Rodriguez (RES-2022-517 : Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323)

Addendum to Contract Award Major Exposure

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

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

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

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

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

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

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

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

Attachment: Rodriguez (RES-2022-517 : Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323)

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.

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:

Rodriguez Construction Group

Print Name of Company

By: _____
Signature

Kevin G. Maxwell

Printed name

Date: 4.19.2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19

Attachment: Rodriguez (RES-2022-517 : Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323)

Attachment: Rodriguez (RES-2022-517 : Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323)

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: Rodriguez Construction Group

Signature: [signature]

Print Name: Kevin G. Maxwell

Title: VP of Construction

Date: 4.19.2022

OLIVIA SAGE MARANTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6412673
Qualified in Erie County
Commission Expires January 4, 2025

Sworn To Before Me This

19th Day of APRIL, 2022

[signature]

Notary Public

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: Department of Parks, Recreation & Forestry

From: Jamie Kucewicz, Buyer

Date: 3/27/20

Subject: GENERAL CONSTRUCTION/MAINTENANCE SERVICES

Bid No.: A218160-002

Effective Dates: Extended through August 31, 2022

Vendor #: 162306

Vendor: RODRIGUEZ CONSTRUCTION GROUP
760 Seneca Street, Suite 150
Buffalo, NY 14210

Telephone: 716-464-3257

Contact: Luis Rodriguez

Pricing: 7.5% overhead and profit

Attachment: Rodriguez (RES-2022-517 : Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323)

COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE
VALLIE M. FERRARACCIO
DIRECTOR

March 19, 2020

Rodriguez Construction Group
760 Seneca Street, Suite 150
Buffalo, NY 14210
Attn: Luis Rodriguez

Re: Bid #A218160-002 – "General Construction / Maintenance Services"

Dear Mr. Rodriguez:

The County of Erie wishes to extend this agreement for an additional contract period, through August 31, 2022, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

X Yes, I agree to extend ____ No, I do not wish to extend

Company Name: Rodriguez Construction Group

Representative (Please print): Luis Rodriguez Title: CEO

Signature: _____ Date: 3/23/20

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase
3/27/2020
DATE

Attachment: Rodriguez (RES-2022-517 : Authorize Participation in EC Contract for General Construction/Maintenance Services - CRS #3323)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25774 **RESOLUTION 2022-518** **ADOPTED**

Authorize Participation in Erie County Contract for Door Repairs - CRS #3358

WHEREAS, Erie County has a contract with Willett Builders, Inc. (Bid #220199-002) for Door Repairs on an "as needed" basis to man doors, including new door installation; and

WHEREAS, the Town wishes to participate in the contract as an alternate source for door repair and replacement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Agreement with Willet Builders, Inc. for participation in the Erie County contract.

5/23/2022
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, Lavin, Szukala
ABSENT:	Bucki

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

AGREEMENT

Let this document stand as an Agreement between Willett Builders, Inc. and the Town of Amherst permitting the Town of Amherst to participate in the Erie County Door Repairs contract Bid #220199-002 for the contract term through October 14, 2022.

Agreed to and Accepted by:
Willett Builders, Inc.

By: _____
Signature

Ryan Willett
Printed Name

OWNER
Title

Date: 3/4/2022

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

Addendum to Contract Award Major Exposure

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

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

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

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

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

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

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

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

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

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.

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:

Print Name of Company

By: _____
Signature

_____
Printed name

Date: 5/4/2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: July 13, 2021

Subject: DOOR REPAIRS

Bid No.: 220199-002

Effective Dates: Extended through October 14, 2022

Vendor: WILLETT BUILDERS, INC.
180 Genesee Street
Corfu, NY 14036

Telephone: (585) 599-7001

Contacts: Ryan Willett

Pricing: per attached document

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE
VALLIE M. FERRARACCIO
DIRECTOR

June 25, 2021

Willett Builders, Inc.
180 Genesee Street
Corfu, NY 14036
Attn: Ryan Willett

Re: Bid #220199-002 – "Door Repairs"

Dear Mr. Willett:

The County of Erie wishes to extend this agreement for an additional year, through October 14, 2022, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within seven days upon receipt of this request.**

After approval and execution by the County, a fully signed copy will be returned to you for your files.

_X_ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: Willett Builders, Inc.

Representative (Please print): Ryan Willett Title: Owner

Signature: _____ Date: 6/30/2021

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase

7/13/2021.
DATE

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left-hand corner of envelope MUST indicate the following:

BID NUMBER: 220199-002

OPENING DATE: OCTOBER 8, 2020 TIME: 11:00AM

FOR: DOOR REPAIRS

NAME OF BIDDER: Willett Builders, Inc.

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
X	EXHIBIT "B"	- Purchases by Other Local Governments or Special Districts
	EXHIBIT "C"	- Construction/Reconstruction Contracts
	EXHIBIT "D"	- Bid Bond (Formal Bid)
N/A	EXHIBIT "E"	- Bid Bond (Informal Bid)
X	EXHIBIT "EP"	- Equal Pay Certification
	EXHIBIT "F"	- Standard Agreement
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "H"	- MBE/ WBE Commitment
X	EXHIBIT "IC"	- Insurance **CLASSIFICATION "A"**
	EXHIBIT "P" & EXHIBIT "PBI"	- Performance Bond
	EXHIBIT "Q"	- Confined Space Program Certification
X	EXHIBIT "PW"	- NYS Prevailing Wage
X	EXHIBIT "V"	- Vendor Federal Compliance Certification

(Rev. 1/00)

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

EXHIBIT "G"

County of Erie

DIVISION OF PURCHASE

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 5th day of October, 20 20

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME Willett Builders, Inc.

ADDRESS 180 Genesee St

Corfu, NY ZIP 14036

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE OWNER TELEPHONE NO. 585-599-7001

(Rev.1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO: 220199-002

Ship to: County of Erie
Attention: VARIOUS COUNTY DEPARTMENTS
Address: VARIOUS LOCATIONS

Ship Via: N/A
Date Required at Destination: AS NEEDED

ITEM NO.	QUAN -TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Vendor to provide Door Repairs		
			per the attached specifications.		
			Contract period is from October 15, 2020 – October 14, 2021		
			This is a New York State Prevailing Wage job.		
			Please refer to PRC# 2020009524.		
			PRICING		
			LABOR RATE PER HOUR:		
			Regular time: $ 100.67		
			Overtime: $ 151.02		
			MATERIALS:		
			Cost plus. 7.0%		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

NAME OF BIDDER Willett Builders, Inc.

(Rev. 9/95)
ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: Willett Signed Agreement (RES-2022-518 : Authorize Participation in Erie County Contract for Door Repairs - CRS #3358)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 25809 **RESOLUTION 2022-519** **ADOPTED**

Award Bid #2022012 - Tax Bill Processing - CRS #3370

WHEREAS, the Contract Compliance and Administration Department received bids on May 5, 2022 for Bid #2022012 - Tax Bill Processing; and

WHEREAS, the bid process resulted in responses from one (1) vendor, 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 DXO Communications of Buffalo, Inc., 4444 Broadway, Suite 2, Depew, NY 14043; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with DXO Communications of Buffalo, Inc.

5/23/2022
Consent

FINANCIAL IMPACT:

A1410 4020; 2022 - $25,014.10, 2023 - $25,014.10

Amounts are based on estimated quantities.

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

Bid #2022012 Tax Bill Processing					
		Low Bidder		DXO Communications	
			Vendor Name:		
Item #	QTY	U/M		Unit Price	Total Price
1	Approx. 27,000	EA	Pick up Materials at Town Hall, fold tax bill.	$36.65/M	$989.55
2	Approx. 27,000	EA	Costs to meter and deliver envelopes to USPS	$3/M	$81.00
3	Approx. 27,000	EA	Costs for US postage at first-class presorted rate, (approx. 25 pieces required additional postage due to no pre-sort or out of country mailings for the prior mailing)	$0.461/pp	$12,447.00
4	Approx. 23,000	EA	Pick up materials at Town Hall; fold 8.5” x 11” tax receipt & insert tax receipts into “Receipt Enclosed” window envelopes. Some hand folding may be required	$35.85/M	$824.55
5	Approx. 23,000	EA	Costs to meter and deliver envelopes to USPS	$3/M	$69.00
6	Approx. 23,000	EA	Costs for US postage at first-class presorted rate, (approx. 5 pieces required additional postage due to no pre-sort or out of country mailings for the prior mailing)	$0.461/pp	$10,603.00
			TOTAL		**$25,014.10**

Attachment: Bid Analysis 2022012 Tax Bill Processing (RES-2022-519 : Award Bid #2022012 - Tax Bill Processing - CRS #3370)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Emergency Services
Initiated by: **Jim Zymanek**
Co-Sponsored by:

DOC ID: 25851 **RESOLUTION 2022-520** **ADOPTED**

Adoption of the Advance Amherst Recovery Plan as the Town of Amherst's Official Recovery Plan

WHEREAS, the Supervisor and Unified Command activated the Amherst Emergency Operations Center at the start of the COVID-19 Pandemic on March 15, 2020; and

WHEREAS, the Emergency Operations Center (EOC) was tasked with developing a Town recovery plan that outlines actions the Town can take to address impacts from the COVID-19 Pandemic and accelerate the Town's pace of recovery; and

WHEREAS, over the last two years the EOC has worked with numerous community stakeholders and evaluated potential economic and social impacts of the Pandemic to prepare the Advance Amherst Recovery Plan; and

WHEREAS, The Planning Department has reviewed the Advance Amherst Recovery Plan 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; now therefore be it

RESOLVED, the Town Board of the Town of Amherst adopts the Advance Amherst Recovery Plan as the Town's official Recovery Plan, as a means to lend guidance on Town actions and priorities, as it emerges from the impacts of the COVID-19 Pandemic.

5/23/2022
Consent

FINANCIAL IMPACT:

TBD on a case-by-case basis.

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

ADVANCE AMHERST
RECOVERY PLAN

Adopted







" When we created the Advance Amherst Recovery Plan, we designed it to be a catalyst for change. This started at the onset of the pandemic with Amherst recognizing an opportunity to diversify the Town's approach to economic development. This comprehensive Recovery Plan provides Amherst with a roadmap to emerge from this health crisis stronger."

- Brian Kulpa, Town of Amherst Supervisor

TOWN OF AMHERST
5583 Main Street | Williamsville, NY 14221
(716) 631-7000

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

ADVANCE AMHERST RECOVERY PLAN

Developed by:

Dave Versel, THE VERSEL GROUP

James Zymanek, Amherst Emergency Operations Center Incident Commander

Laurie Stillwell, Amherst Emergency Operations Center Planning Section Chief

Acknowledgements
The Advance Amherst Recovery Plan would not be possible without the following individuals who volunteered their time and expertise towards the plan's development:

AMHERST TOWN BOARD

Supervisor Brian Kulpa, AIA
Deputy Supervisor Jacqualine Berger
Councilwoman Deborah Bruch Bucki, RN PhD
Councilman Shawn Lavin
Councilman Michael Szukala

ADVANCE AMHERST RECOVERY PLAN LEADERSHIP ADVISORY GROUP

Supervisor Brian Kulpa
James Zymanek, Director of Emergency Services and Safety
Daniel C. Howard, Planning Director
Laurie Stillwell, Community Development Director
James Quinn, Assistant Planner
Dave Mingoia, Executive Director Amherst Industrial Development Agency
Angela Rossi, Director of Economic Development
Maggie Winship, Director of Economic Development
Emily Melski, Coordinator of Federal & State Aid Programs
Brian Bray, Director of Senior Services

RECOVERY PLAN WORKING GROUP PARTICIPATION

AJ Baynes
Ellie Grenauer
Hadar Borden
Jonathan O'Rourke
Jasmine Chen
Yan Liu
Lorrie Abounader
John Cappellino
Roberta Rappoccio
Dr. Michael Cropp
Brad Packard
Jennifer Kimura
Jerome Nagy
Conner Kenney
Russell Weaver
Jason Knight
Dave Sutton
Joe Frese
Sunita Panesar
Paul Ciminelli
Michael Osborne
Dr. Michael Brogan
Dr. Ben Oppenheimer
Dr. Todd Shatkin
Daniel Scully
Brian McGrath
Mark Wolbert
Patrick Matthews
Daniel Scully
Maria Caserta
Dr. Satish Tripathi
Anthony Panella
John McKenna
Anthony Scanzuso
Dr. Gary Olsen
Greg Nayor
Lisa Conrad
Julie Gajewski
Anthony Day
Ellen Banks
Alissa Shields
Lynda Schneekloth
Kelly Mayor
Kerrie Gallo
Eileen Torre
Mary Diana Pouli
Dan Rizzo
Bob Walter
Chris Murawski
Ben Frasier
Vincent Lacovitti
Angelina Weibel
Jon Dandes
Elizabeth Graczyk
Jeff Szatkowski

TOWN DEPARTMENTS

Assessor's Office
Attorney's Office
Building
Central Fire Alarm
Comptroller's Office
Contract Compliance & Administration
Department of Information Technology
Economic Development
Emergency Services & Safety
Engineering
Finance
Highway
Human Resources
Office of the Supervisor
Planning
Police
Senior Services
Town Clerk
Town Court
Youth and Recreation

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

CORE COMPONENTS OF THE RECOVERY PLAN

In March 2020, during the earliest days of the COVID-19 crisis, the Town of Amherst quickly activated an Emergency Operations Center (EOC) to coordinate its efforts to react to the public health, economic, and social trauma caused by the pandemic. From the outset, the Town wanted to ensure that the EOC's work did more than just react to the pandemic. Instead, the Town's leadership communicated with the community and business leaders, with the aim of building the groundwork for a better Amherst that would be even more prosperous, resilient, and equitable.

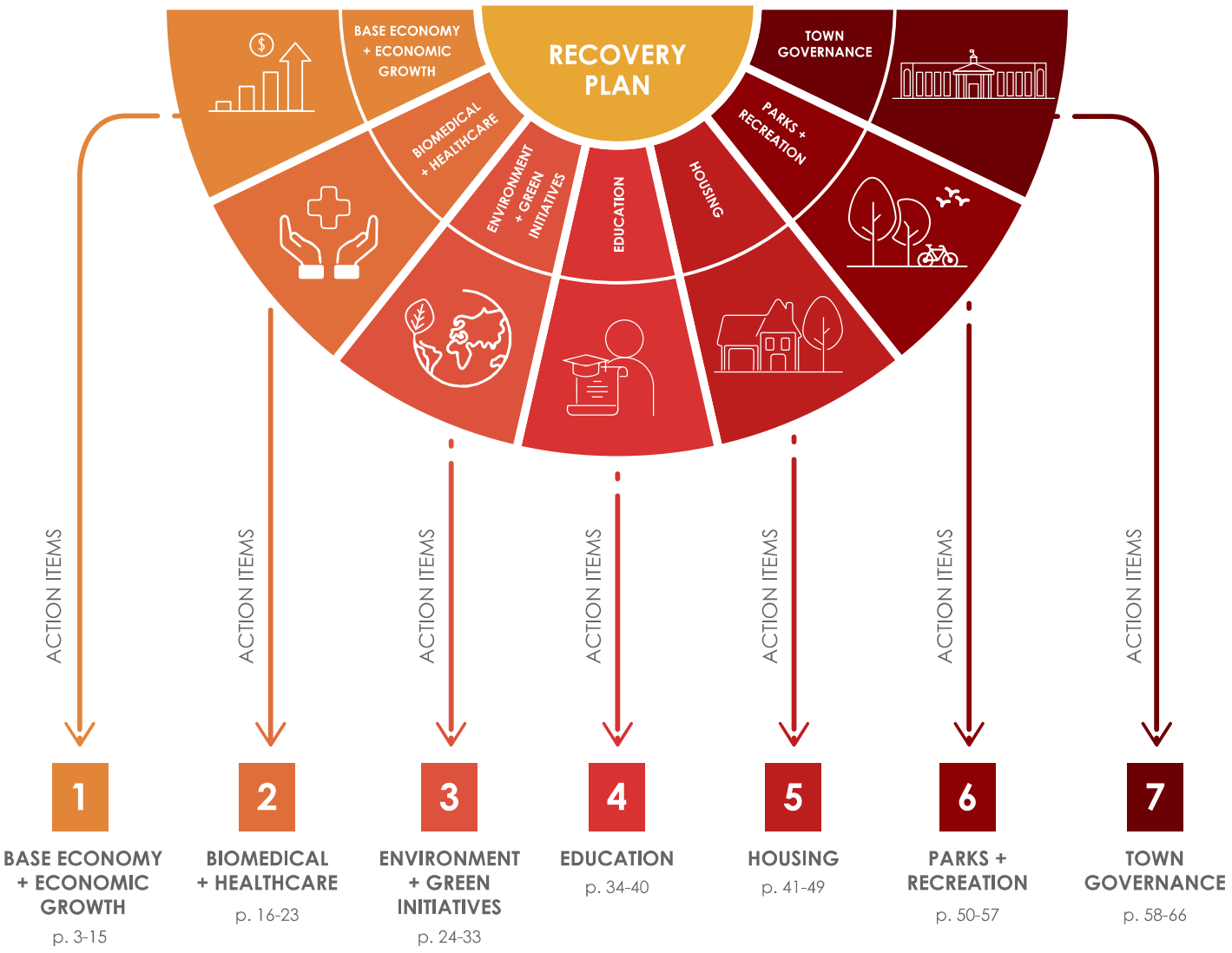
Since the outset of the pandemic, the Town has coordinated with numerous working groups, its consulting team, and a wide range of stakeholders to understand how Amherst has been changed by the pandemic and to position itself for a stronger future. This Recovery Plan examines the impacts of the COVID-19 crisis on the Amherst community and presents an Action Plan that will guide the Town's recovery efforts over the next few years.

The Recovery Plan is organized into seven components, each with a series of Action Items, which in turn will be used to carry out initiatives by the Town.





Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

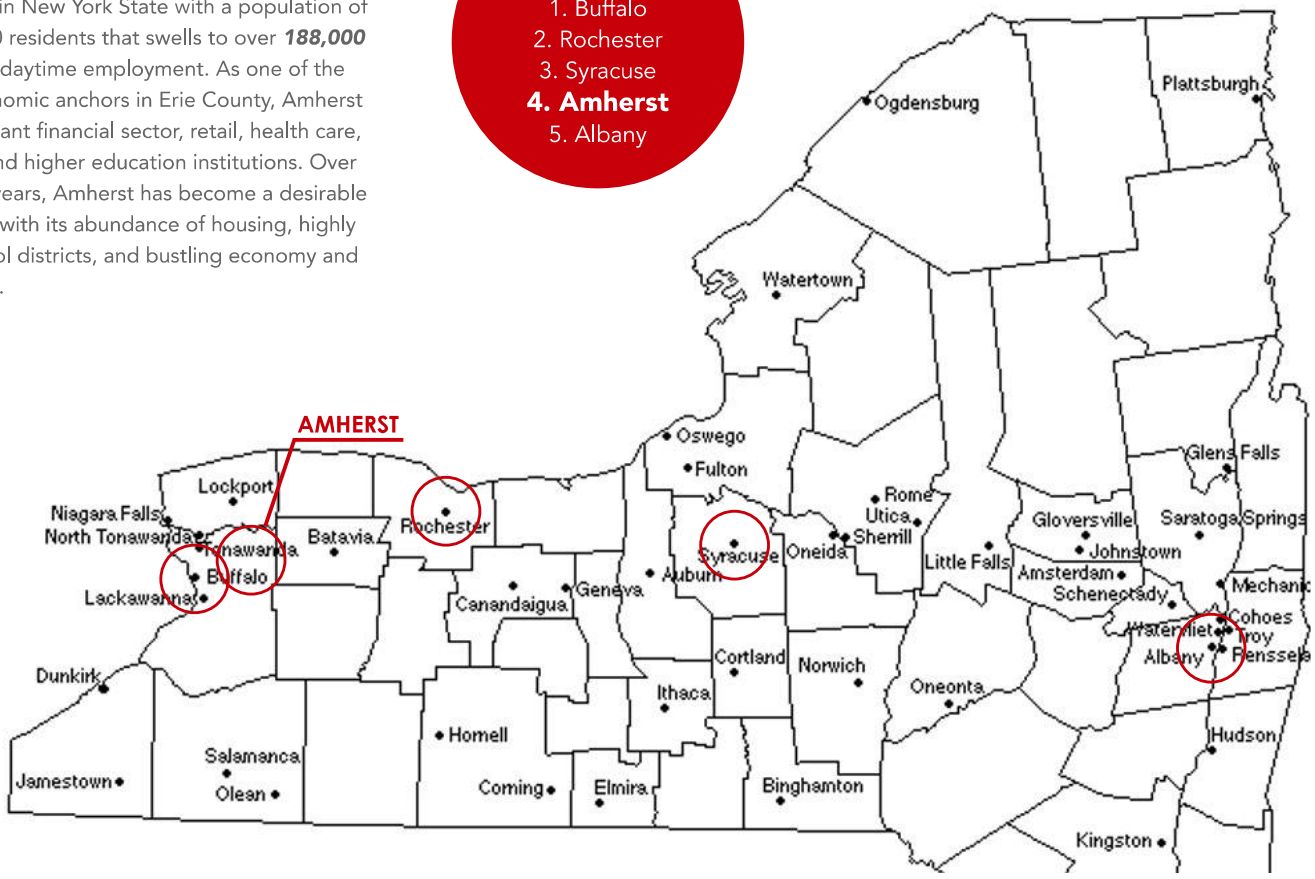


Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

ABOUT AMHERST

Located just northeast of the City of Buffalo, the Town of Amherst is the premier Township in Western New York. Amherst is the ***fourth largest*** upstate municipality in New York State with a population of over 129,000 residents that swells to over ***188,000 people*** with daytime employment. As one of the biggest economic anchors in Erie County, Amherst hosts significant financial sector, retail, health care, hospitality and higher education institutions. Over the past 50 years, Amherst has become a desirable place to live with its abundance of housing, highly ranked school districts, and bustling economy and job offerings.

Upstate NY Populations:
1. Buffalo
2. Rochester
3. Syracuse
4. Amherst
5. Albany



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

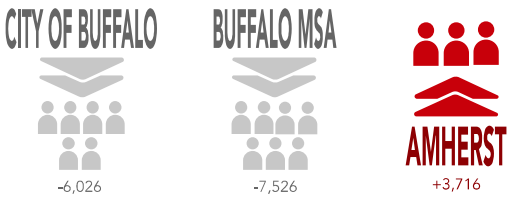
BASE ECONOMY + ECONOMIC GROWTH

In 2016 the Town of Amherst completed an Economic Study that examined the changing demographic, economic, and real estate market forces that were driving growth in the community.

Two central recommendations from this study were:

- Take a more holistic look at the Town's economic development activities
- More proactive efforts such as industry targeting, marketing, and site assembly.

In response to these recommendations, the Town established an Economic Development Department in 2019. Since its inception, the department has greatly improved the Town's relationships with the real estate and business communities. It has had success pursuing specific projects and initiatives such as the Boulevard Mall redevelopment and Amherst Central Park. The Town is eager to build on these successes, beginning with the creation of a long-term vision and strategic plan for economic development in Amherst. These action items lay out how the Department should proceed with pursuing these efforts.



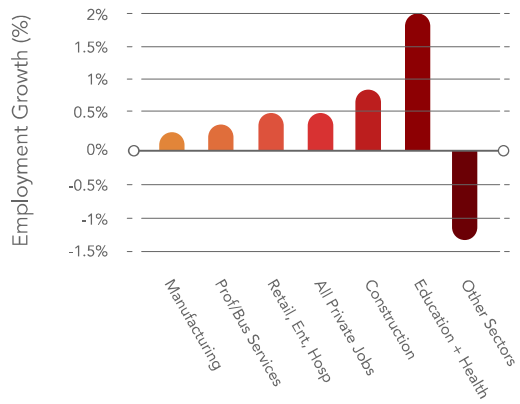
Population Change, 2010-2019



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

EMPLOYMENT & POPULATION GROWTH

The following data depicts employment growth by industry in the Buffalo Metropolitan Statistical Area (MSA) from 2015-2019.



8,649 Private Sector Jobs Added in the Buffalo MSA

7,000 Jobs Added to Education + Health Services Sector

In 2020, the COVID pandemic caused significant damage to the WNY economy. The most resilient sectors after the initial losses in March 2020 were Manufacturing and Construction. The Retail and Hospitality sectors were slower to recover.

21% Private Sector Jobs Lost in the Buffalo MSA

75% of these Private Sector Jobs were Recouped by November 2020

GROWTH FORECASTS

The Greater Buffalo Niagara Regional Transportation Council (GBNRTC) maintains estimates and forecasts of population, housing, and employment change for all Census Block Groups in Erie and Niagara counties. The current set of forecasts are for 2050, based on 2015 estimates. These forecasts have been aggregated to correspond with the six Planning Analysis Areas (PAAs) in the Town of Amherst.

AMHERST

+5,375 residents by 2050

+2,581 homes

2019 → 2050

+135,000 JOBS* in **6** major sectors:

- Manufacturing
- Office
- Wholesale/ Warehouse
- Health/Education/ Government
- Retail Trade
- Service/Other

*Buffalo MSA

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



DEVELOP A STRATEGIC PLAN FOR ECONOMIC GROWTH

- Conduct an ***economic assets & challenges assessment***. This exercise will examine Amherst's relative strengths and weaknesses through the eyes of a site selector. It will closely examine the Town's standing across a broad range of key demographic, economic, labor force, infrastructure, regulatory, and quality of life issues and provide a complete picture of Amherst's current competitive position. The results of this exercise will shape the understanding of how Amherst can compete for key industry types it is looking to grow and attract, as well as identify areas that may need to be improved to appeal to those businesses.

- Conduct an ***industry target study***. An essential step in building economic development programming is to identify industry sectors that are both desirable for Amherst and likely to be attracted to the community. This process will begin with assembling a "list" of industries and subsectors that Town leadership seeks to attract. This list will then be vetted to assess the viability of each industry in Amherst, resulting in a final list of recommended targets.

- Create an ***economic development vision & strategy***. As Amherst approaches the next phase of its growth and development, a clear vision and branding approach is needed to best articulate Amherst's value proposition to potential investors, employers, and professionals. This vision will be part of a unified brand for all internal and external communications and marketing efforts by the Town.

- Undertake a ***marketing campaign***. Implementation of the Strategic Plan will begin with a marketing campaign to target industries and businesses. It will also contain a strategic plan for identifying and connecting with potential investors and target businesses including a plan and budget for direct marketing, advertising, and sponsorships.

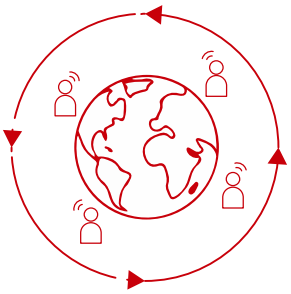
- Establish ***formal relocation/attraction strategy*** with regional partners. In the wake of the COVID-19 pandemic the widespread acceptance of remote work has fueled a wave of relocations of professionals from higher to lower-cost markets. Amherst is particularly well positioned to attract new businesses and residents from the New York/New Jersey region and other larger and higher-priced markets. The Town should take an active role in supporting these efforts.

CULTIVATE INTERNATIONAL BUSINESS

- Leverage ***international communities*** for recruitment opportunities. The Town's robust international populations have access to networks of investors and entrepreneurs that go well beyond what local economic development leaders typically can access. The Town should work with local leaders from these communities to tap into their networks as a means of attracting entrepreneurs, venture capital, and overseas investments from alternative sources such as the EB-5 Immigrant Investor Program.

- Expand efforts to ***attract Canadian investment***. In spite of its proximity to Southern Ontario and the Greater Toronto + Hamilton Area (GTHA), Amherst has not historically had great success at attracting investment and trade activity from Canadian companies. Amherst's combination of a skilled workforce, transportation infrastructure, and available sites and buildings should position the community well for marketing to Canadian interests. The Town should proactively work with Invest Buffalo Niagara and other regional groups to identify and pursue leads to market its office, warehousing, and manufacturing opportunities to Canadian companies.

- Support ***establishment of international food festival/pop-up*** events. Amherst's emergence as a haven for immigrants and international communities has fueled the proliferation of a variety of restaurants serving cuisine from all over the world. There has been some interest from the owners of several of these restaurants in establishing an International Food Festival to showcase the culinary diversity of Amherst. The Town, together with the Amherst Community Diversity Commission, should convene interested participants to help plan events of this sort and provide suitable venues for it.



As the ***home*** of the University at Buffalo's North Campus, Amherst attracts immigrant communities from ***all around the world.***

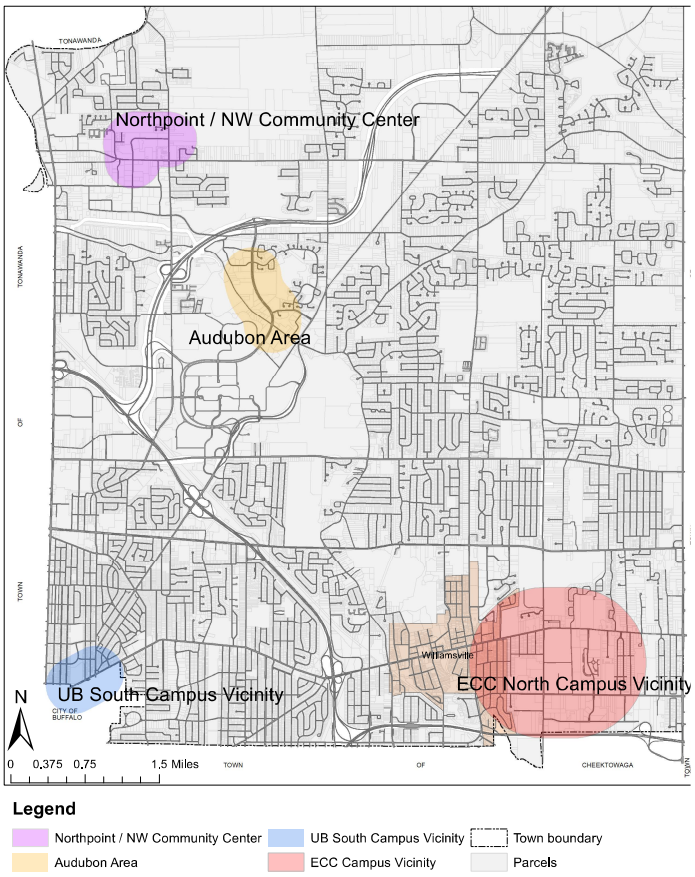
Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

STARTUPS AND BUSINESS INCUBATION SUPPORT

- Connect ***support services with business/employment needs***. The Town should work with privately-run shared office facilities in Amherst to provide enhanced support services to businesses at these established locations. Potential services to be offered include business planning, transportation services, administrative and accounting support, childcare, technology training, and connections to potential employees and interns.

- Explore feasibility of ***incubators for small manufacturers/maker*** spaces. There has been strong growth in recent years among small-scale manufacturers and so-called "maker spaces." In addition to the services needed by office-based businesses such as back-office support and childcare, operators of small manufacturing businesses have needs for expensive equipment such as 3-D printers, wood and metalworking machinery, and high-end computer systems, but these items are often beyond the budget of startups. The Town can play a key role in helping to attract and grow small manufacturers by providing access to these resources.

Town of Amherst Potential Incubator Locations



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



SMALL BUSINESS SUPPORT

- Designate a ***small business liaison*** in Town government. A common best practice in economic development is to designate an official point of contact within the local government for all matters related to business retention and regulation. The Economic Development Department should designate an individual as its official Small Business Liaison. In addition to being the primary point of contact for business owners, the Business Liaison will also be responsible for providing guidance to businesses on how to navigate the Town's review processes.

- Review & ***assess current Town regulatory procedures*** for businesses. Although Amherst has made great strides in improving its image with the local business community, there are still many old and often outdated regulations that are located in different parts of the Town Code. The Town should take immediate action to review the entire spectrum of regulations related to business activity. This review is intended to produce changes and updates to codes that will streamline and simplify processes for starting and running businesses in Amherst.

- Create ***how-to guide for starting a business*** in Amherst. Related to the review of business regulations is the need for a comprehensive guide for prospective business owners that provides information on the permitting and approval processes necessary for opening a new business in the Town. The guide (produced in multiple languages) will include information, links, and Town government contacts related to zoning, development, building, operations, financing, and related items and should be provided as both a webpage and a printed guide.

- Conduct ***small business training*** for town staff. Municipal staff often do not have personal experience running small businesses and therefore may not be sensitive to the needs of entrepreneurs and business owners. The Town should work closely with its business community to identify some of the "blind spots" related to small businesses and develop a training program to educate public-facing staff members in key departments on how to effectively work with small business applicants.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



SMALL BUSINESS SUPPORT, CONTINUED

- Create ***centralized calendar of events*** and programs. An ongoing challenge for Amherst residents and business owners is the lack of a one-stop shop for information regarding business-related events. One of the elements of the restructuring of the Town website will be to provide this calendar of relevant events being held by the Town, Amherst IDA, Chamber of Commerce, and other local and regional business groups. This calendar will need to be updated regularly and the Town will need to take additional steps to publicize events on the calendar via listservs, social media, and other forms of communication.

- Explore opportunities to support small business growth through ***creative financing tools*** and incentives. Many small businesses have been hard hit by the Pandemic, some experiencing extreme fluctuations in income, available workers, supply chain interruptions, and new competition from e-commerce. The Town is well positioned with the new Economic Development Department and the Amherst Development Corporation to explore what it can do in terms of programming and incentives to better support its start-ups and small business community. One such example may include establishing a Small Business Bond Program that works to connect small businesses with everyday investors through a financial marketplace platform.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



COMMERCIAL REVITALIZATION

- Conduct ***comprehensive study of underutilized office space***. Prior to the COVID-19 pandemic Amherst was already experiencing vacancy in older business parks and commercial corridors, and this trend may not be reversed post-COVID. The Town should work with owners of high vacancy and/or obsolete properties to determine potential reuse/redevelopment opportunities; update the town's Office Building (OB) and Research & Development (RD) zoning districts; and consider incentives necessary to execute reuse projects.

- Pursue ***redevelopment plan for Audubon Parkway*** Office Area. The Audubon Parkway area, located to the north of the University at Buffalo's North Campus, primarily contains low-rise office buildings on large lots in a campus setting which is a less desirable model today. With pressure increasing for residential and higher-density mixed-use development around UB, the Town should undertake a plan to guide redevelopment of the Audubon area, including exploring feasibility of an innovation district. Given the scope and complexity of this initiative, the Town should consider involving national experts from the Urban Land Institute or a similar organization.

- Establish ***facade improvement program***. In older commercial districts in Amherst, many businesses own small buildings and lack the resources to invest in improving their appearances. The physical condition of these buildings often constrains businesses from growing and thriving. The Town should explore the creation of a fund that targets exterior improvements to older, owner-occupied buildings. This fund should be administered at the local level and should be independent of federal funding programs. A pilot program is recommended for the Bailey Avenue corridor in Eggertsville. The program should be used to provide initial funding for architectural design work and then matching funds for construction of improvements to buildings.

COMMERCIAL REVITALIZATION, CONTINUED

- Explore ***food incubators*** as part of retail area redevelopment. The proposed redevelopment of the Boulevard Mall promises to be a transformative project for Amherst and Western New York. Plans for the property focus on multifamily residential development and walkable retail streets. This new Boulevard Central district would offer a unique opportunity to provide a food hall, agri-business incubator, or shared kitchens that can allow chefs and restaurateurs' opportunities to test new concepts.

- ***Acquire public infrastructure, utility corridors, right of ways, and public space*** for the Boulevard Mall site. To accelerate the revitalization of the mall and adjacent areas and solidify public uses and corridors prior to redevelopment, the town should consider property and right of way acquisition through eminent domain action, as necessary. The Amherst Development Corporation can be a partner for management and oversight of these actions as future public infrastructure installations will be managed and financed through the PIFF district currently being developed.

Design Advisory Board (DAB)

The DAB supports the Planning Board/Director in an advisory manner on matters related to building and site design for projects located within mixed-use zoning districts. The DAB was created to foster attractive and vibrant mixed-use development by applying design guidelines that foster closer attention to detail on site layout, building features and façade design and public amenities as the town strives to revitalize older commercial areas

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TRANSFORMATIVE PROJECT SNAPSHOT



"a chance to and redevelop one of its ***largest*** and ***most successful*** commercial areas in a comprehensive manner"





BOULEVARD MALL REDEVELOPMENT

The Mall has gone through many transformations, and the most dramatic lies ahead. The Town has completed a Generic Environmental Impact Statement (GEIS), adopt an Action Plan, and rezoned the property. We are proud to we working hand in hand with Douglas Development on one of the WNY region's most inspiring economic redevelopment projects and use this opportunity to bring true, transit-oriented development to the Town.

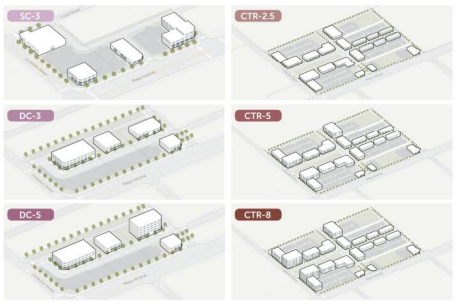
Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

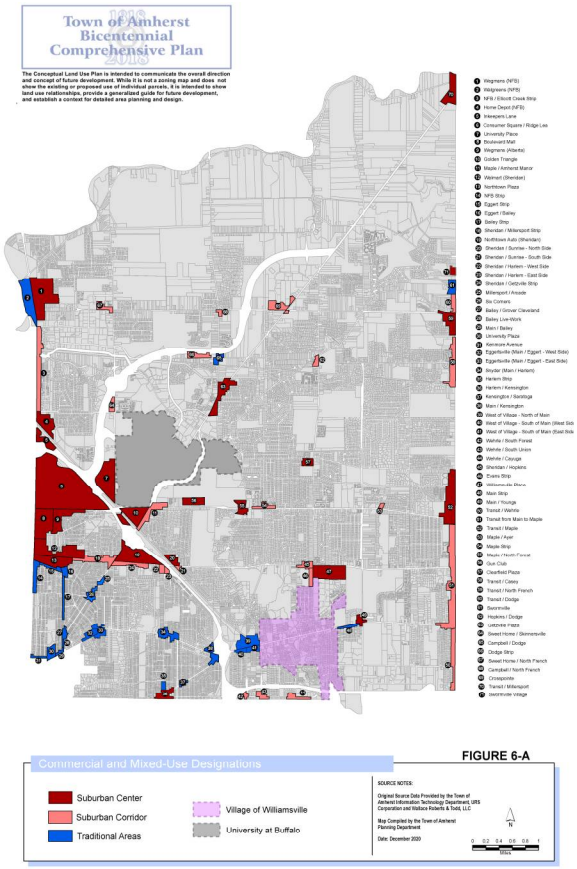
TRANSFORMATIVE PROJECTS SNAPSHOT



Zoning Updates + Form-Based Codes: Development of Mixed Use Districts

"The goal is to ***encourage mixed-use development*** and increased density, maximize economic investment and tax revenue, improve mobility and pedestrian access via public transit, bicycling, and walkability, invest in aged infrastructure systems, and protect and enhance surrounding residential neighborhoods."





Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Study/Preparation Project Work

BASE ECONOMY + ECONOMIC GROWTH SUMMARY + TIMELINE

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
STRATEGIC PLAN FOR ECONOMIC DEVELOPMENT	Conduct Economic Assets + Challenges Assessment	Economic Development	Planning / AIDA / Chamber of Commerce					✓
	Conduct Industry Target Study	Economic Development	Planning / AIDA / Chamber of Commerce					✓
	Create Economic Development Vision + Strategy	Economic Development	Planning / AIDA/ Chamber of Commerce / Regional Economic Partners					✓
	Undertake Marketing + Lead Generation Campaign	Economic Development	AIDA/ Regional Economic Partners					✓
	Establish Formal Relocation / Attraction Strategy with Regional Partners	Economic Development	Chamber of Commerce / Buffalo Niagara Partnership / Invest Buffalo Niagara					✓
CULTIVATE INTERNATIONAL BUSINESS	Leverage International Communities for Recruitment Opportunities	Economic Development	Chamber of Commerce / AIDA / CHAI / Chinese Chamber of Commerce / Other Local Cultural Business Leaders					✓
	Expand Efforts to Attract Canadian Investment	Economic Development	AIDA / Buffalo Niagara Partnership / Invest Buffalo Niagara					✓
	Support Establishment of International Food Festival / Pop-Up	Parks Administration	Economic Development / Chamber of Commerce / Amherst Community Diversity Commission					✓
STARTUP + BUSINESS INCUBATION	Connect Support Services with Business / Employment Needs	Economic Development	UB / ECC/ Erie 1 BOCES / Regional Economic Partners					
	Explore Feasibility of Incubator for Small Manufacturers / Maker Space	Economic Development	Planning / Community Development / Private Operators					✓

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 2021

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

BASE ECONOMY + ECONOMIC GROWTH SUMMARY + TIMELINE, CONTINUED



Study/Preparation — Project Work

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
SMALL BUSINESS SUPPORT	Designate Small Business Liaison	Economic Development	Town Board					✓
	Review and Assess Current Town Regulatory Procedures for Businesses	Economic Development	Chamber of Commerce / AIDA / Building Dept / Planning					✓
	Create How-To Guide for Starting a Business in Amherst	Economic Development	AIDA / AMH Development Corporation / Planning / Chamber of Commerce / Building Dept					✓
	Conduct Small Business Training for Town Staff	Economic Development	Chamber of Commerce / Local Business Leaders					✓
	Create Centralized Calendar of Events and Programs	Economic Development	IT					✓
	Explore Growth through Creative Financing Tools	Economic Development	Chamber of Commerce / AIDA / AMH Development Corporation					✓
COMMERCIAL REVITALIZATION	Conduct a Comprehensive Study of Underutilized Office Space	AIDA	Planning / Economic Development / Town Assessor					
	Pursue Redevelopment Plan for Audubon Parkway Office Area	Planning	Economic Development / AIDA / Town Attorney / Empire State Development Corp					✓
	Establish a Facade Improvement Program	Economic Development	AIDA / AMH Development Corporation / Planning / Chamber of Commerce / Building Dept					
	Explore Food Incubators as Part of Retail Area Redevelopment	Economic Development	Planning / AIDA / Youth					✓
	Acquire Public Infrastructure for the Boulevard Mall	Economic Development	Planning / Engineering / Town Attorney/ AMH Development Corporation					✓

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 2021

BIOMEDICAL + HEALTHCARE

This section summarizes research completed by The Versel Group on the Healthcare & Life Sciences cluster in the Buffalo Metropolitan Statistical Area (MSA) and explores the potential for further growth and development of this cluster in Amherst. The complete research report is found in Appendix C.

For the purposes of this research, the Healthcare Cluster was divided into two major subsectors: Healthcare and Life Sciences:

- The Healthcare subsector is comprised of medical and related practices that provide patient care, primarily to local or regional populations.
- The Life Sciences subsector includes Research & Development (R&D), manufacturing, wholesale/distribution and other functions that are geared to a broader population.

"Healthcare is the new retail"

83,081 Workers employed in the Buffalo MSA Healthcare Cluster

1,645 Jobs Added over the past 5 years in the Healthcare Cluster



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

HEALTHCARE CLUSTER SUBSECTORS

HEALTHCARE

medical and related practices that provide patient care, primarily to local or regional populations

- Employs ***~ 73,500*** people in the Buffalo MSA, and posted moderate growth over the past 5 years (increase of 3.2 percent).
- Largest employment category in this subsector is ***General Medical and Surgical Hospitals*** (20,800 jobs in 2020), followed by ***Physicians*** (11,200 jobs) and ***Nursing Care Facilities*** (8,300 jobs). These three categories account for more than half of the region's total Healthcare jobs.
- ***Most job gains*** over the past 5 years are Home Health Care Service, Outpatient Mental Health and Substance Abuse Centers, Residential Disability Facilities, and General Medical and Surgical Hospitals.
- ***Most job losses*** over the past 5 years were Nursing Care Facilities, Offices of Dentists, Other Residential Care Facilities, and Freestanding Surgical and Emergency Centers.
- ***Strong levels of concentration in the region*** relative to national averages include Residential Disability Facilities, Psychiatric/Substance Abuse Hospitals, Outpatient Mental Health and Substance Abuse Centers, and Specialty Hospitals.
- ~60% of those employed in the Healthcare subsector have jobs that are directly classified as Healthcare Practitioners or Healthcare Support. The remaining 40% fall under office, administrative, social service, or other categories. The top specific occupations are: ***Registered Nurses*** (8,400 jobs), ***Personal Care Aides*** (6,400 jobs), and ***Nursing Assistants*** (4,800 jobs).

LIFE SCIENCES

R&D, manufacturing, wholesale/distribution and other functions that are geared to a broader population

- Employs ***~ 9,600*** people in the Buffalo MSA. This subsector has lost employment over the past 5 years (-600 jobs) and is expected to continue to lose jobs over the next 5 years.
- Largest employment category in this subsector is ***R&D within Life Sciences*** (4,000 people in 2020), followed by ***Pharmaceutical Preparation Manufacturing*** (1,200 jobs), ***Medical Supplies Wholesalers*** (900 jobs), ***Surgical/Medical Instrument Manufacturing*** (900 jobs), and ***Biological Product Manufacturing*** (760 jobs).
- ***Biological Product Manufacturing*** has shown the strongest growth with ***550 jobs*** added in the past 5 years.
- Majority of sectors in ***Life Sciences lost jobs*** in the past 5 years. Job losses were most acute for Drug Wholesalers (-550 jobs), Surgical Appliance & Supplies Manufacturing (-480 jobs), and Surgical/Medical Instrument Manufacturing (-170 jobs).
- ***Strong levels of concentration in the region*** relative to national averages include Biological Product Manufacturing, In-Vitro Diagnostic Substance Manufacturing, Dental Laboratories, and R&D in Life Sciences.
- Top occupational categories in the Life Sciences subsector include: ***Medical Scientists*** (372 jobs), ***Sales Representatives*** (277 jobs), ***Software Developers*** (266 jobs), ***Inspectors/Testers/Sorters*** (261 jobs), and ***General and Operations Managers*** (256 jobs).

GROWTH OPPORTUNITIES AND CHALLENGES

As part of the research effort, The Versel Group conducted ***interviews with leaders in Amherst's Biomedical & Healthcare*** sector. These interviews focused on the opportunities and challenges related to future growth of the sector in Amherst. The findings presented here represent an aggregate of the opinions of interviewees. To protect the confidentiality of participants, no specific comments are attributed to any single individual.

- ***Amherst is gaining strength as a center for healthcare business activity.*** Nearly all of the major healthcare institutions and businesses are actively expanding or planning to expand their facilities and services in Amherst. The Town's accessibility, affluent resident base, excellent public schools, and strong residential growth are all driving expansion activity.
- ***The healthcare delivery model is changing rapidly.*** The healthcare industry is rapidly shifting away from a model that consolidated resources around large hospitals and medical centers. The new model—which emphasizes convenience and personalization—includes boutique practices, micro-hospitals, telehealth, and distributed office locations.
- ***Healthcare is the new retail.*** Multiple stakeholders shared this sentiment, which closely ties to the preceding point that the nature of healthcare service delivery is changing. Providers and landlords both view healthcare as a key component of walkable, mixed-use developments, and clearly see strong potential for health-related uses to replace vacant buildings and storefronts.
- ***A regional medical corridor is emerging in Amherst.*** A variety of medical practices and healthcare related organizations are located along the I-290 corridor between Main Street and Millersport Highway. Several of the stakeholders have either recently announced or have imminent plans to announce significant investments in healthcare facilities along this corridor.
- ***Workforce development is a major obstacle to growth.*** Nearly all employers expressed difficulties in attracting and retaining healthcare workers at all pay levels. Western New York has long struggled to retain graduating doctors, dentists, and research scientists, most of whom leave the region after completing degrees. For Registered Nurses, the pandemic exacerbated burnout and accelerated retirements, adding to other trends creating a nursing shortage that may take years to address
- ***The Town must do more if Amherst wants to become a medical tourism destination.*** The Town currently has multiple practices and facilities treating patients from beyond Western New York. Practices that draw visitors from outside the area have commented that Amherst needs to offer better lodging, dining, and walkable environments to appeal to medical tourists.

The following individuals were interviewed as part of this research:
Dr. Michael Brogan, Senior VP for Academic Affairs, Daemen College
Dr. Michael Cropp, President & CEO, Independent Health
Paul Ciminelli, President & CEO, Ciminelli Real Estate
Dr. Ben Oppenheimer, Owner, Concierge Dental
Michael Osborne, VP of Business Development, Catholic Health
Sunita Panesar, Executive Director of Business Development, Roswell Park CCC
Dr. Todd Shatkin, Owner, Aesthetic Associates
Daniel Scully, CEO, Buffalo Medical Group
Mark Wolbert, VP of Business Development, Excelsior Orthopaedics
Martha Metz, President of WNY Professional Nurses Association

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

CONDUCT STRATEGIC PLAN FOR HEALTHCARE MARKET

- Identify ***future growth needs*** in a comprehensive market study. Building the biomedical and healthcare sector in Amherst will require a broader understanding of the needs of current and future practices and businesses. The Town should initiate and maintain a dialogue with its healthcare community to understand how and where it may be looking to grow in the future. Town staff should regularly engage with the healthcare community to monitor growth needs and plan for future development.

- Build-upon the ***I-290 medical spine*** brand. The corridor along Interstate 290 between Main Street and Millersport Highway is already one of the leading concentrations of biomedical and healthcare activity in Western New York. This corridor includes campuses of the University at Buffalo, Daemen College, and multiple significant private medical practices. Several of these organizations have recently announced plans for significant expansions in their facilities along this corridor. The Town of Amherst recognizes the importance of this corridor to its economy and should develop a marketing and promotional strategy around this brand as part of its economic development efforts.

- Identify suitable space and ***land for future development***. Town staff should take the lead on determining existing buildings and sites that can accommodate the types of healthcare space needed to help grow the sector, along the I-290 Medical Spine and other areas with concentrations of health care providers. This process will likely involve coordination with commercial brokers and property owners to screen potential sites and determine opportunities and challenges for their development. It will also likely include exploring improvements to support infrastructure such as broadband, 5G, and cybersecurity/data management.

- Host a ***Future of Nursing Summit*** to initiate conversations between major healthcare employers, providers, educational institutions, healthcare workers, unions and advocacy groups to discuss some of the working condition trends exacerbated by the pandemic. The intent being to begin to discuss policies and practices to ensure a future that maintains a high-quality workforce, with reduced turnover, improved working environments, increased support for new graduates, plus advocacy for state policies that will continue to improve WNY's reputation for quality-of-care.

- Work to ***improve access to healthcare providers***. Healthcare providers are increasingly turning to decentralized models of service delivery and increased reliance on telemedicine and remote services. Despite these efforts, some populations still have limited access to services. This includes transit-dependent populations and those who do not have access to computers or the internet. Both of these categories tend to primarily include elderly and/or very low-income residents. The Town should explore how to increase both physical and virtual access to healthcare resources for these populations.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

REGULATORY REFORM

- Implement recommended ***zoning changes*** relative to healthcare. The existing Office Building zoning districts in Amherst do not permit biomedical laboratory space or related uses. In other zoning districts, parking or dimensional requirements may impede the ability of developers and businesses to build new facilities or repurpose existing buildings for medically related uses. The Town is already in the process of updating standards in several of its commercial and office zoning districts to ensure that land use regulations are not preventing growth in this sector. The recommendations of this study should be implemented immediately upon completion.

- Explore ways to ***streamline development & construction processes***. Although most healthcare stakeholders interviewed during this planning process commended Town leadership for seeking to improve the regulatory environment, the often-slow process for reviewing development projects was cited as an ongoing obstacle. Town staff should conduct a review of its processes for healthcare related development to identify potential ways to reduce the time and complications involved in review processes.

- Research additional ***regulatory obstacles to healthcare development***. The biomedical and healthcare field changes very rapidly, and government regulations often do not keep pace with the needs of the industry. The Town should maintain an active dialogue with key medical providers, businesses, and support industries to ensure that its regulations are not preventing growth and investment. This will also require coordination with other municipal governments and the state legislative delegation, as there will likely need to be changes to state laws and regulations.

- Explore ***alternative incentive programs***. Economic incentives for businesses and real estate developments in Amherst have traditionally been provided by the Amherst IDA. However, state laws governing IDAs severely limit its ability to provide such incentives to projects in the healthcare sector. The Town and IDA should collaborate to explore opportunities to expand policies and incentive programs so that they may be applied to biomedical and healthcare businesses. This will likely include advocating for reforms to statewide policies that have limited the use of incentives for certain business types, particularly healthcare and retail.

MEDICAL TOURISM

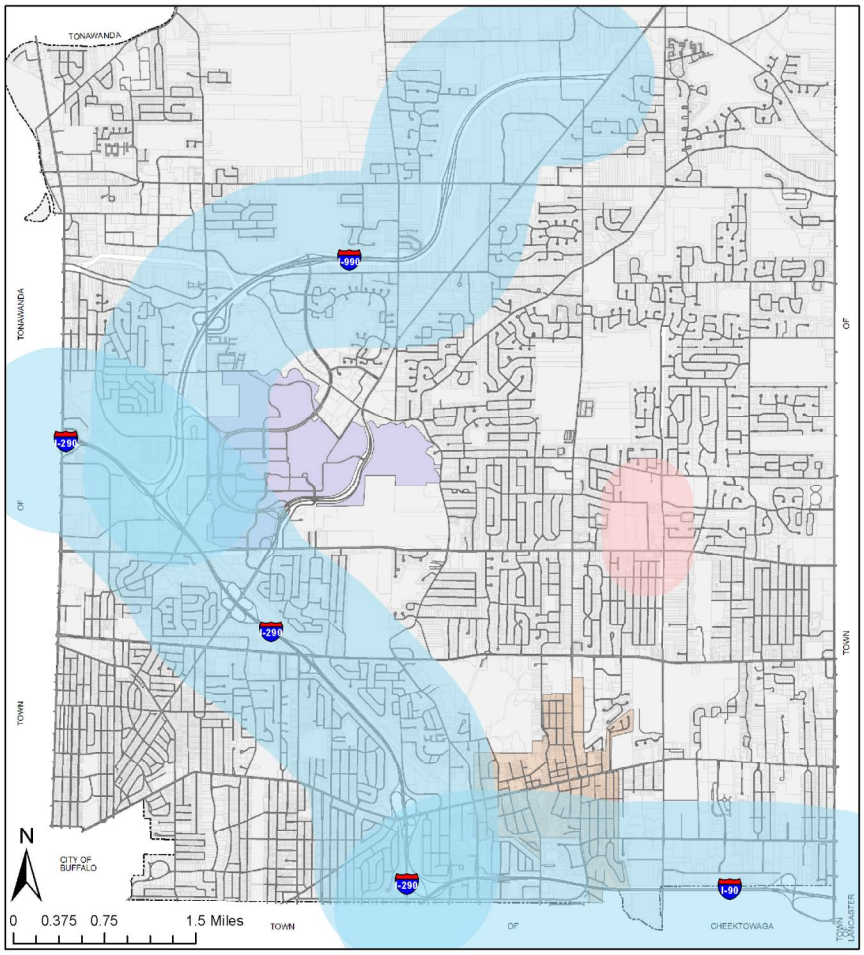
Inventory & ***address gaps in medical tourism system***. This planning effort includes some research into existing medical tourism activity in Amherst. The preliminary finding from this research is that there are several medical practices that draw patients from outside Western New York, including selected specialists that had been successfully drawing Canadian patients prior to the closure of the border during the pandemic. There are also some institutions that attract visitors to medical related seminars and conferences. The Town should continue this research to get as complete a picture as possible of current medical tourism activity and plans for future growth to help shape discussions and planning efforts related to medical tourism.



UBMD Ambulatory Surgery Center

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TRANSFORMATIVE PROJECT SNAPSHOT



TOWN OF AMHERST INTERSTATE MEDICAL SPINE AREAS

The I-290 Medical Spine is generally centered on the biomedical and healthcare activities located along Interstate 290 between Main Street and Interstate 990, but also includes the cluster of medical employers located around Millard Fillmore Suburban Hospital on Maple Road. Amherst has recognized the importance of this corridor to the WNY North towns' healthcare economy and aims to advance investment through a marketing and promotional strategy.

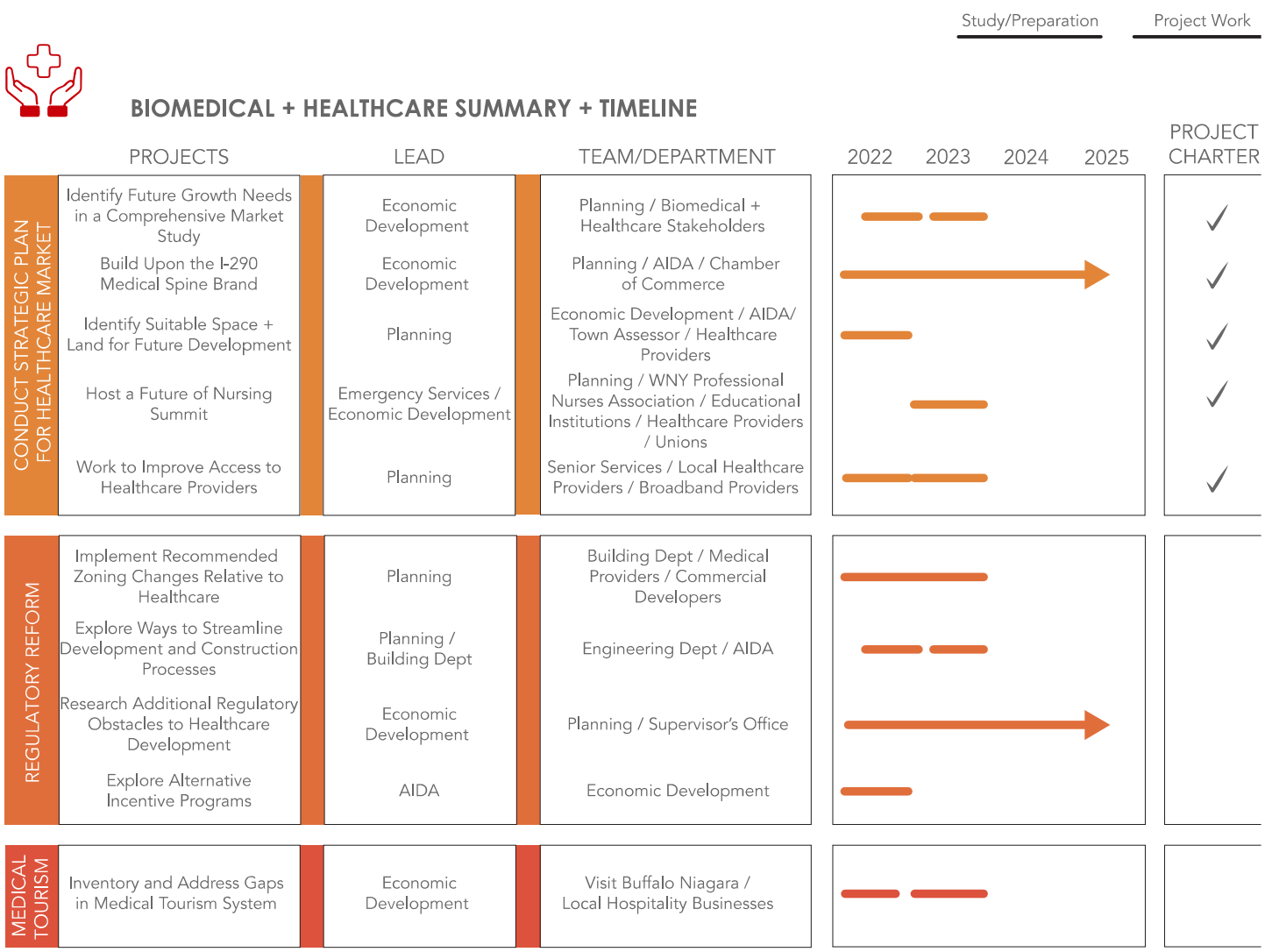
Legend

- Interstate Medical Spine
- Millard Fillmore Suburban Hospital Node
- Parcels
- SUNY UB North Campus
- Village of Williamsville
- Town boundary

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

BIOMEDICAL + HEALTHCARE SUMMARY + TIMELINE



Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 2021

ENVIRONMENT + GREEN INITIATIVES

Prior to the pandemic, the Town of Amherst had already made it a priority to expand its land and water conservation efforts, including an Agricultural Protection Plan and a Local Waterfront Revitalization Program. The pandemic revealed the importance of greenspace to the community, as the push for social distancing led to significant increases in outdoor activity of all types.

Looking ahead, the Town intends to make continued investments in environmental stewardship and green initiatives in areas where public initiatives can make an impact and also couple such initiatives in meaningful ways to economic opportunities and sustainability. To do so, there are four main components the Town is focusing on: Development Review; Stormwater/Green Infrastructure; Energy Creation & Consumption; and, Solid Waste Management.



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

DEVELOPMENT REVIEW

- Create an ***environmental index*** to measure environmental impacts of development. The Town of Amherst intends to create an index that measures the compatibility of a proposed development project with the Town's goals and targets for land and water conservation. This Index will be the Town's primary tool to shape conservation activities through private development. The purpose of the Index is to provide guidance to the Planning Board and Town Board regarding a project's adherence to the Town's sustainable development targets. For maximum impact, this Index should be written into the Town's development code.

- ***Formalize native tree/planting list*** for new developments. The Town of Amherst is in the early stages of implementing its ambitious five-year Million Trees Initiative, which will include planting on both public and private property. Regardless of land ownership, the Town has made it a priority to ensure that new plantings are native plant and tree species that grew in Amherst prior to its development. The Town is committed to identifying these species types for different areas in the community and ensuring that new plantings match this approved list. As with the Environmental Index, this list should also be incorporated into the Town's development code.

"Amherst is starting to experiment with co-locating solar photovoltaic (PV) systems and agriculture."



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



STORMWATER + GREEN INFRASTRUCTURE

- Determine ***priority locations for green infrastructure*** town-wide. As major new developments are undertaken in the Town of Amherst, the Town is committed to prioritizing the introduction of green infrastructure as part of the public environment of future development projects. The Town has already begun a dialogue with the developer of the Boulevard Mall redevelopment project to explore installing biofiltration facilities along the project's proposed inner street corridors. The Town should identify additional redevelopment opportunities in which green infrastructure could be incorporated.

- Establish ***funding and operational plans*** for maintaining green infrastructure. As with any infrastructure, green infrastructure requires ongoing maintenance to remain effective. The Town must take care to have an operational plan in place for any such project undertaken on Town-owned land , as well as, a model operational plan for private developers who will be installing green infrastructure in their projects.

- ***Incorporate green infrastructure & stormwater reduction*** requirements into development codes. To ensure that stormwater reduction, biofiltration and other green infrastructure elements are incorporated into future private developments, the Town should require these elements as appropriate into development codes. These requirements should be designed for larger-scale commercial and mixed-use developments. Incentives should also be considered.

- ***Establish incentives to reduce stormwater*** on commercial properties. Existing commercial properties account for a tremendous amount of impervious surfaces in the Town. The Town should leverage any redevelopment or retrofitting of older commercial properties to reduce impervious surface and add green infrastructure. For properties that are continuing to operate in their current uses, the Town should explore ways to reduce stormwater runoff, including creating incentive programs to accelerate these improvements.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



STORMWATER + GREEN INFRASTRUCTURE, CONTINUED

- Create ***continuous maintenance agreements*** for subdivision stormwater. Older Subdivisions and Home Owner Association (HOA) Boards have limited understanding of stormwater infrastructure and over the years many drainage areas have been improperly maintained or built upon by adjacent property owners. This lack of correct maintenance creates drainage issues for these residential areas and is outside of the Town's ability or responsibility to maintain. The Town should develop new operational/maintenance agreements with HOAs and Neighborhood groups in order to ensure proper maintenance of such facilities occur.

- Develop ***green infrastructure jobs*** program. There is a lack of trained maintenance staff for green infrastructure, as it is a new and specialized field in which many traditional landscape firms lack proper training. To ensure proper future maintenance of green infrastructure installations in town and create opportunities for skilled jobs placement, the Town should work with regional workforce development organizations to create a jobs-training program to fill this skill gap.

- Pursue ***biodiversity projects*** on town-owned properties. The Town should continue to identify and pursue opportunities to initiate smaller innovative projects in its neighborhoods and key commercial areas. These projects can beautify underutilized land and help regenerate ecosystems that will support biodiversity at the local level. Neighborhood level projects should be leveraged to include educational and outreach components. The Town should coordinate with local schools to incorporate green infrastructure projects into instructional opportunities.

- Develop a ***robust Re-Tree Program*** to support Amherst's Million Trees Initiative. The Initiative aims to plant a million trees on public and private property over the next five years through collaboration with public, private and non-profit partners. Suburban reforestation will enhance the Town's ability to combat climate change as well as support clean air and water, reduce storm water run-off, and improve community character. Amherst's Division of Forestry & Highway Department with the assistance from the Tree Board will establish planting species plans and procedures, volunteer involvement (where possible), and oversee management of publicly located trees.

ENERGY CREATION + CONSUMPTION

- ***Convert the Town's automotive fleet to electric-vehicles (EV)*** and install electric car charging stations. Town staff operate approximately 155 sedans and trucks. As Town vehicles come up for replacement the Town should switch them over to electric-vehicles, where appropriate. Also, to support this change and emerging transportation fuel infrastructure, the Town should work to identify appropriate public facilities through a facilities assessment for the installation of electric-vehicle (EV) charging stations.

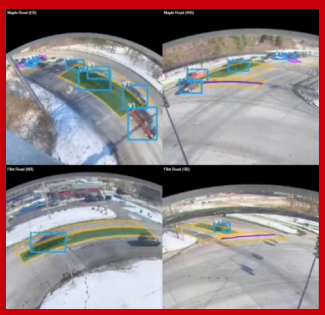
- ***Conduct energy performance reviews and evaluate generation options for Town buildings*** in order to improve efficiencies and offset operational costs. Some town owned facilities have a higher energy output than others and with technology advances in energy performance and alternative generation the timing is right for the Town to evaluate opportunities for efficiency and net-metering. In addition, the Town's Wastewater treatment plant may also be uniquely situated to capture and resell methane gas or employ hydrogen electrolysis for improved wastewater treatment. Where opportunities exist for such improvements, full feasibility and design should be developed.

- ***Participate in state incentives for renewable energy and energy conservation,*** including but not limited to Community Choice Aggregate (CCA). Recent NYS retail energy market reforms paved the way for CCA, which can include an increasing ability of individuals and communities to manage energy usage and bills; facilitate deployment of clean energy, including energy efficiency, large-scale renewables and distributed energy resources (DER); and increase the benefits of retail competition for residential and non-residential customers. Amherst should evaluate successful CCA models, NYSERDA's new Regional Clean Energy Hubs and Blended Power initiatives, and propose a programming options for the Town Board to consider.

MIOVISION TRAFFIC MANAGEMENT

"The way that we built signals and built signal timing over the years is not conducive to moving the traffic volumes that we see currently."





Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



SOLID WASTE MANAGEMENT

- Expand ***Composting/Biomass Program***. The Town of Amherst already has a composting program and picks up loose leaves from residences each November. The Town should explore not only how to expand collection, but also how to provide compost to members of the community. This program can be particularly valuable in working with neighborhoods and schools on the maintenance of community gardens.

- Explore ***ways to reduce plastic waste***. Amherst's biomedical industry makes a significant contribution to the local economy but is also a major producer of plastic waste. The Town is currently renegotiating its waste contract with Modern and is working to understand what types of plastics can and cannot be recycled. This process should be used to expand recycling efforts related to the biomedical sector. The Town should also launch a broader marketing campaign to promote plastics recycling among its businesses and residents.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TRANSFORMATIVE PROJECTS SNAPSHOT



1 INCLUSIVE BASEBALL FIELD
Features includes a surface all children of all abilities are able to use. The poured in place surface will allow children with disabilities to access and use the field. New dugouts and seating will be available.

2 MULTI-USE SURFACE
Features includes a porous asphalt surface. This porous surface will allow for water to permeate into the ground and is part of the new stormwater infrastructure.

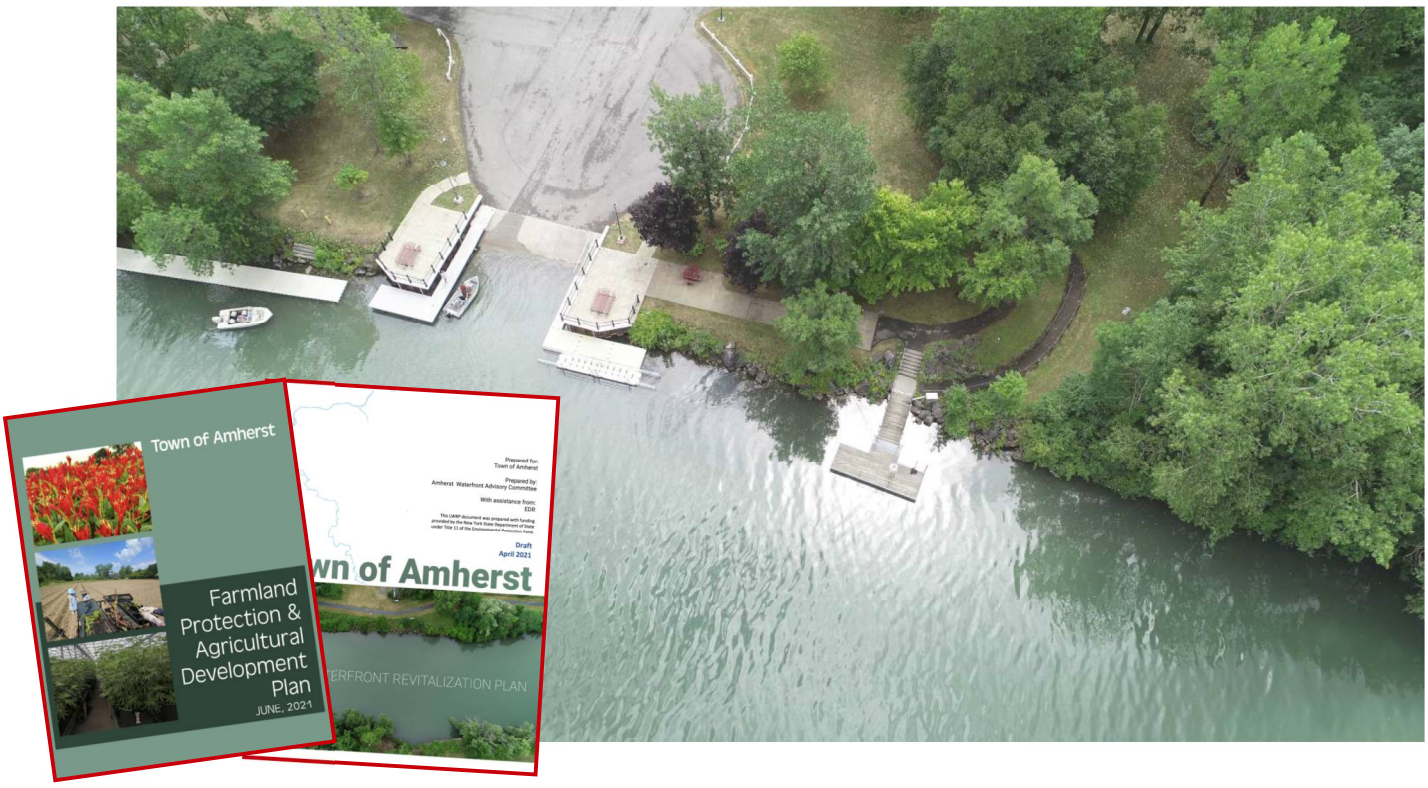
3 BIORETENTION POND
Features includes a bioretention pond within Sattler Park. The bioretention is part of the larger stormwater drainage and improvements in Eggerstville along Longmeadow Road. The pond will consist of the necessary proposed plantings.

4 ENHANCED PEDESTRIAN CROSSINGS
The connections to the site will include enhanced cross walk and pedestrian connections. There will be on-street parking, as well as, the parking lot a block away at Garnet Field. Pedestrian crossings with signage and high visibility striping will be needed. As a neighborhood park, the residents are encouraged to walk to and through the existing sidewalk network.

DELLWOOD PARK + SATTLER FIELD GREEN INFRASTRUCTURE

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

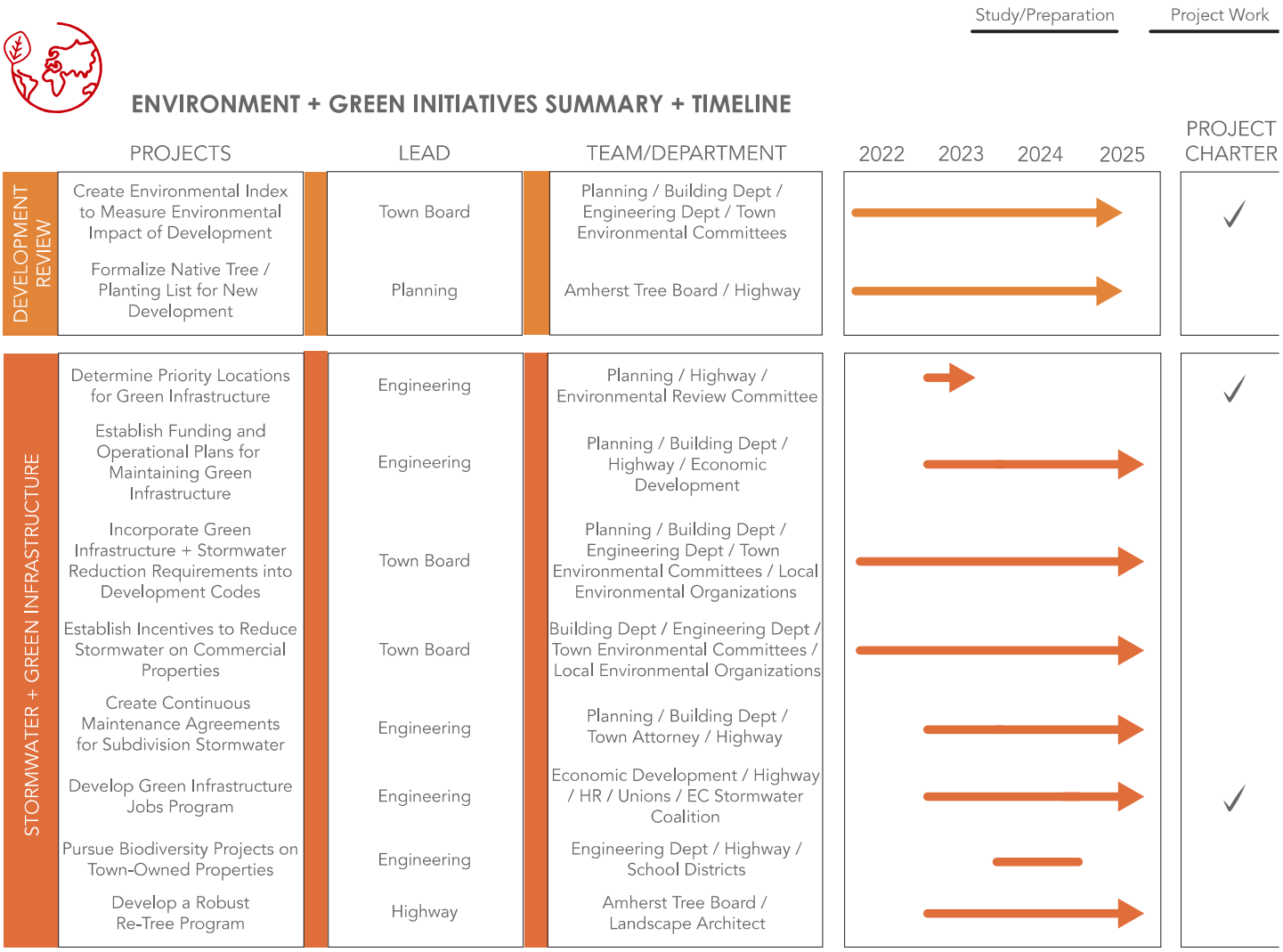
TRANSFORMATIVE PROJECTS SNAPSHOT



AGRICULTURAL DEVELOPMENT PLAN AND LOCAL WATERFRONT REVITALIZATION PROGRAM (LWRP)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

ENVIRONMENT + GREEN INITIATIVES SUMMARY + TIMELINE



Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 2021

Study/Preparation Project Work

ENVIRONMENT + GREEN INITIATIVES SUMMARY + TIMELINE, CONTINUED

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022 2023 2024 2025	PROJECT CHARTER
ENERGY CREATION + CONSUMPTION	Convert Town's Fleet to Electric Vehicles	Various Departments	Finance / Clean Energy Community Committee	→	
	Conduct Energy Performance Reviews	Engineering	Finance / Facilities / Engineering Dept / Building Dept	→	
	Participate in Incentives for Renewable Energy + Energy Conservation	Town Board	Clean Energy Community Committee	→	
SOLID WASTE MANAGEMENT	Expand Composting / Biomass Program	Highway	Town Environmental Committees	—	
	Explore Ways to Reduce Plastic Waste	Highway	Town Board / Recycling Committee	→	

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 2021

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

EDUCATION

Education is at the core of the Town of Amherst's Identity. Amherst is home to the State University of New York at Buffalo (UB) North Campus, the largest public university in New York State, as well as Daemen University, SUNY Erie Community College, Bryant and Stratton College, some of the highest-ranked K-12 public schools in Western New York, and a variety of early childhood and K-12 private schools. These resources provide a very solid foundation for Amherst's planning, economic, and community development efforts, but the Town understands that more can and should be done to maximize their value.

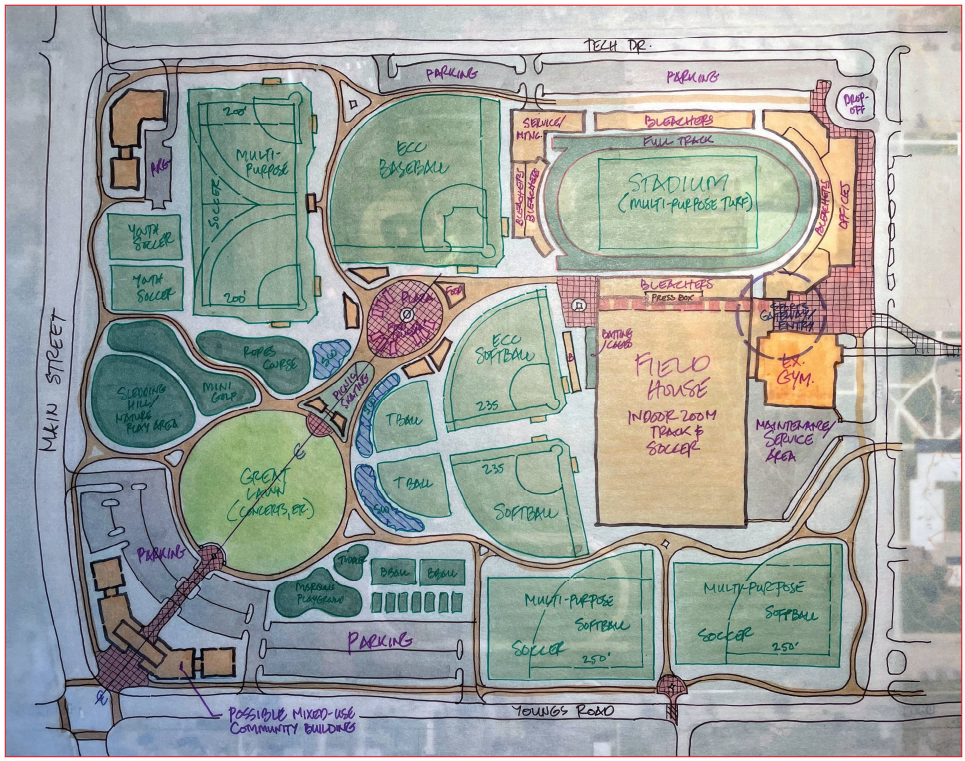
$1.7 Billion | UB contributes ~$1.7 billion to the regional economy



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TOWN-GOWN PLANNING: ERIE COMMUNITY COLLEGE

Develop ***ECC North area plan***. Erie Community College's North Campus occupies a large land area in a critical and highly visible location between the Village of Williamsville and the Wehrle Drive business district. Although ECC provides valuable career and technical degree and training programs to thousands of students, it is not presently well integrated with the surrounding neighborhood. ECC is currently undertaking an area plan for the North Campus in collaboration with the Town. This plan can potentially transform ECC's role in the community.



ECC North Campus Sports Complex Improvement Concept

EXISTING CONDITIONS KEY MAP NORTH



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TOWN-GOWN PLANNING: UNIVERSITY AT BUFFALO

› › › Increase ***engagement with UB for planning*** around North and South Campuses. Both the Town and UB acknowledge that the two parties have not historically done an effective job of coordinating their planning and development activities due to the various administrative divisions in the SUNY system. There are several major efforts underway that offer unique opportunities for a new level of collaboration, including the redevelopment of Boulevard Mall, the University Heights Initiative around South Campus, and discussions regarding transit and mobility between the two campuses.



South Campus Area Streetscapes Plan – Main & Kenmore Concept

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TOWN-GOWN PLANNING: DAEMEN UNIVERSITY

Support ***Daemen University's new collaborative initiatives*** bridging medical sector needs with higher education and making place based improvements for students and Town residents. Over the last several years Daemen University has been building on its role as WNY's premier health sciences educator. In 2021, a robotic-assisted rehabilitation center, the Todd and Leslie Shatkin Institute for Mobility Innovation & Technology (IMIT) was completed through philanthropic and private sector partnerships. The collaborative facility will be available to clinicians across the region, offering services currently unavailable, including exoskeleton-based gait training and robotics-based services for the treatment of neurodegenerative, orthopedic and other conditions. Daemen has also begun solidifying its presence as the anchor institution in the Snyder neighborhood. The Town should continue to support projects that build on this presence, such as the Royal Park project.



Todd and Leslie Shatkin Institute for Mobility Innovation & Technology (IMIT)

"With a ***longstanding foundation of medical expertise*** at Daemen, the addition of the Todd & Leslie Shatkin Institute for Mobility Innovation & Technology will further advance the vision for ***promoting a medical spine*** in Amherst that offers cutting-edge services,"
- Brian Kulpa, Town of Amherst Supervisor



TRAINING PROGRAMS

- Work with ***business community/higher education*** to identify skills gaps/program needs. The COVID-19 pandemic has accelerated many trends in the economy, leading to a rapid shift in the skills needed by companies to fill their positions. Even prior to the pandemic there were existing gaps, particularly for occupations that require specialized training but not four-year college degrees. The Town has a unique ability to serve as a convener that brings together the local business community with educational providers to determine what skills gaps exist and how they can be addressed.

- Coordinate ***micro-credentialing programs*** to target hiring needs. There is a growing trend in higher education towards short courses that train workers in specific skills needed for high-demand occupations. These so-called "micro-credential" programs provide targeted training in less time than a full degree or certificate program. Micro-credentialing programs can offer workers career advancement opportunities without major commitments of time or expense. These programs will need to be designed and implemented in close coordination with the employers that have a need for the skills being generated by such programs.

- Work to ***expand pre-apprenticeship programs*** for key industries. Many employers have workforce needs for which on-the-job experience is more desirable than classroom training. This is particularly true for the restaurant/culinary arts, agriculture, and building trades fields. Pre-apprenticeship programs for high school students and recent graduates are an appropriate tool for meeting the needs of these employers. The Town and its partners should work to identify needs for apprentices, coordinate with employers to design programs, and work with schools to recruit participants.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



BROADBAND + VIRTUAL LEARNING

- ***Inventory existing coverage gaps***. The past school year put a spotlight on the need for universal Internet access to provide remote learning opportunities for students of all ages. It is known that Amherst has gaps in the availability of high-speed Internet service, with many neighborhoods not having access to broadband and many households that could access it lacking the ability to pay for it. The Town should conduct a comprehensive study that documents its broadband availability gaps.

- Improve access with ***goal of offering affordable broadband*** to all residents. Once the gaps and needs have been identified, the Town should undertake a campaign to offer universal broadband access to all Amherst residents. This will likely involve a combination of funding and technical assistance strategies, as well as intensive collaboration with Internet service providers. More research will need to be done on this topic to identify best practices from other communities before proceeding.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

EDUCATION SUMMARY + TIMELINE

Study/Preparation | Project Work

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
TOWN-GOWN PLANNING	Develop ECC North Area Plan	Chamber of Commerce	ECC / Erie County / Planning / Economic Development					
	Increase Engagement with UB for Planning around North and South Campuses	Economic Development	Planning / AIDA / UB / UB Foundation / SUNY Facilities / UB Athletics / UB Office of the President / SUNY Chancellor's Office					✓
	Support Daemen University's New Collaborative Initiatives	Economic Development	Planning / Building Dept / AIDA					✓
TRAINING PROGRAMS	Work with Business Community + Higher Education to Identify Skill Gaps + Programs Needed	Economic Development	Chamber of Commerce / AIDA / K-12 + Post-Secondary Education Providers					✓
	Coordinate Micro-Credentialing Programs to Target Hiring Needs	Economic Development	Chamber of Commerce / AIDA / K-12 + Post-Secondary Education Providers / Faculty					✓
	Work to Expand Pre-Apprenticeship Programs for Key Industries	Economic Development	Chamber of Commerce / School Districts					✓
BROADBAND + VIRTUAL LEARNING	Inventory Existing Coverage Gaps	Emergency Services / Police	IT / Community Development / Economic Development / Planning					✓
	Improve Access with Goal of Offering Affordable Broadband to All Residents	Emergency Services / Police	IT / Community Development / Economic Development					✓

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 202

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

HOUSING

For more than 50 years, Amherst's growth and prosperity has been driven by its status as a desirable place for families to buy single-family homes in safe, well-kept neighborhoods. With few sites remaining for new home development and a severely limited inventory of resale product, newer homes in Amherst are out of reach for a growing share of households. Although the Town's older housing stock tends to be more affordable, many of these units are small and outdated, and the cost of renovations or additions can be prohibitive.

Another key contributor to Amherst's historic appeal is the strong reputation of its public school districts. However, while high performing public schools are still a strong factor in where people purchase homes, as demographics shift, other neighborhood amenities may feature more prominently in housing selection. As noted in the following sections, single-family units account for 67 percent of the Town's existing housing stock, but only 25 percent of its households have children under 18. This mismatch creates housing demand that is not directly driven by public schools, but is instead geared to walkability, amenities, neighborhood character, access to health care, proximity to parks and open space, and other factors. In this environment Amherst must rethink its role in the regional housing market and provide new models for housing to remain competitive.



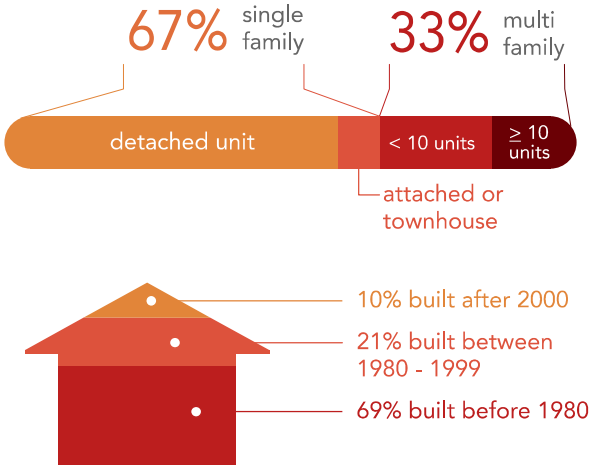
Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

ASSESSMENT OF HOUSING NEEDS

The COVID-19 pandemic created massive upheaval in the housing market and resulted in an immense amount of unforeseen pressure on both rental and for-sale markets across the United States. In Western New York, increased demand for all types of housing has reduced the available inventory to virtually zero. The Town of Amherst understands the impacts of this shock to the market and recognizes the need to plan now in order to mitigate the effects of a similar unprecedented event in the future.

This section examines recent trends in the housing market in Amherst and Western New York. It also explores relationships between economic and housing growth in Amherst and Western New York to forecast the future demand for different types and price points of housing. Additional data and tables are found in Appendix B.



HOUSING MARKET TRENDS + FORECASTS SNAPSHOT

Home values in Amherst have shown a strong increase over the past decade, with a pronounced increase in the past year. As of March 2021, the average home value reported by Zillow for the entire Town was $231,500, an increase of 57 percent from the March 2010 value of $147,300. This represents a 4.2 percent annual average rate of increase. From March 2020 to March 2021, the average home value in Amherst increased by $24,000, representing a one-year growth rate of 12.4 percent during the Pandemic.

Home Value Index

Location	2010 01/01/2010	2021 01/01/2021
14051	~$245k	~$375k
14068	~$215k	~$325k
14221	~$185k	~$290k
14228	~$165k	~$245k
TOWN TOTAL	~$150k	~$235k
14226	~$135k	~$220k

ASSESSMENT OF HOUSING NEEDS, CONTINUED

Forecasts for future housing demand are tied to expected job growth in the region over the next 30 years, developed from employment forecasts produced by the Greater Buffalo-Niagara Regional Transportation Council (GBNRTC). The Recovery Plan's Housing Assessment & Demand Forecast (Appendix B) anticipates an annual average increased need of:

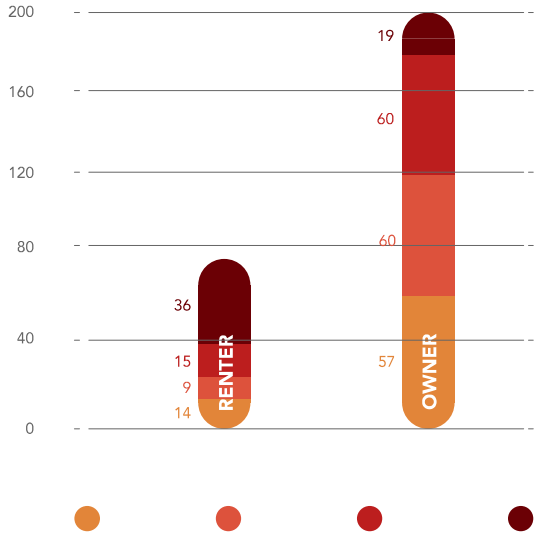
- Annual Average Increase in Housing Need*
  - 1,800 New Housing Units Regionally
  - 270 New Housing Units in Amherst

*The Demand Forecast does not consider current unmet housing demand, which if insufficient would only increase these figures further.

Further evaluation by employment/income factors presented in the Demand Forecast anticipates how the 270 new housing units needed annually could develop by housing type and price point:

- Annual demand for 270 housing units by Type & Price point:
  - 196 owner-occupied
  - 74 renter-occupied

Projected Annual Housing Demand in Amherst 2050



	Affordable	Moderate	Upper	High
Rent Range	Under $1,250	$1,250-1,499	$1,500-1,599	$2,000 or More
Sale Range	$200k	$200k-300k	$300k-400k	$400k or More

While owner-occupied unit demand are similar across all price-points, about half of expected rental unit demand from future growth is anticipated for units priced above $2,000 per month.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



COMPREHENSIVE HOUSING STRATEGY

- ***Monitor housing supply & demand*** conditions. The changing housing trends have been accelerated by the COVID-19 pandemic, with a strong increase in demand for housing in many parts of Amherst. In order to keep up with ongoing trends in the market, the Town should maintain an ongoing database of market statistics and update it at least once a year. The Town should maintain a set of housing demand forecasts by unit type, tenure, and price point, and adjust these figures as needed. This market knowledge will be a critical tool for ongoing planning and development initiatives.

- Identify ***needs & opportunities for future development***. With increase in demand for housing shifting away from detached single-family homes on large lots, the Town must focus on the types of housing that will be in demand and how to provide them. Research and outreach conducted as part of this planning effort identified several housing types/models that are already in high demand, including:

  - ***Affordable/Workforce Housing,*** particularly for households earning in the 40-60 percent of Area Median Income (AMI) range. This translates to a household income of about $30,000 to $50,000 for an average household, though higher for a family with children.
  - ***Active Adult Communities*** that target affluent residents who may be looking to sell their single-family homes but cannot find suitable places to move. This product type would fill a strong market need and would have the added benefit of spurring market activity in established neighborhoods with very low available inventory.
  - ***Missing Middle Units,*** both rental and for-sale market-rate units that are attainable for households earning between 60 and 100 percent of AMI. As documented in the Housing Demand Forecasts, most demand for for-sale housing in Amherst will be for units priced between $200,000 and $400,000, which matches this income range. There is very little availability of units in this price range currently. Given the cost of land and building materials in Amherst, new construction of missing middle units would likely focus on condominium, townhouse, and small, cottage-type detached units.
  - ***Accessory Dwelling Units (ADUs),*** which can include multiple models: in-law suites, "granny flats", carriage houses, garage lofts, etc. ADUs are an effective tool for increasing the supply of affordable housing in single-family neighborhoods without harming character, scale, or appearance if regulated appropriately. ADUs can also make units attainable for younger buyers, as they can reduce their housing costs by collecting rent from tenants.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



COMPREHENSIVE HOUSING STRATEGY, CONTINUED

- ***Update zoning & building codes*** as appropriate. Existing development and zoning codes present an impediment to diversifying the housing stock in many areas of Amherst. The Town has already taken action to modernize and improve development codes in key locations such as the Boulevard Mall area and needs to pursue similar initiatives in other areas, where appropriate. Updates will need to address mixed-use development, residential uses in commercial/business districts, Accessible Dwelling Units (ADUs), parking requirements, densities, live-work spaces, building codes, and related issues. The Town should also consider the use of incentive zoning to encourage developers and builders to provide alternative housing types.

- Identify ***priority sites*** and ***pursue targeted acquisition & disposition***. During the recovery planning process, a Housing Working Group discussed and considered multiple opportunity sites that could be attractive targets for transformative residential or mixed-use developments. The Town should assemble a priority list of sites and create strategies for the redevelopment of these sites. This effort may also include the proactive rezoning of sites and the solicitation of developers to construct community-led plans for redevelopment.

- Market ***development opportunities to regional/national developers***. Western New York has not experienced many of the innovative trends in housing being seen in other parts of the country due to its status as a smaller metro area with slow growth. As such, local residential developers have been less likely to embrace new development models than those in larger and more dynamic regions. The Town of Amherst should seek out developers that are undertaking workforce, active adult, missing middle, and other new models and market local sites to these interests. This marketing campaign should be tied to the priority site strategy described in the preceding action item.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



NEIGHBORHOOD IMPROVEMENT

- Identify ***priority locations for improving local streets/parks***. Streets, sidewalks, and medians are often the "windows" through which people assess the condition of a neighborhood. Investments in beautifying these environments can have a dramatic effect on changing perceptions and boosting civic pride. An example of this is on Allenhurst Road, where improvements to the road median has contributed to recent improvements to property values and conditions in the neighborhood. The Town should evaluate conditions of street environments along public rights-of-way in its older neighborhoods and select high-impact projects for similar improvements.

- ***Improve code enforcement activities*** in residential neighborhoods. The Town understands that neighborhoods struggling with a blighted property tend to be associated with an absentee owner. The Town has recently adopted the Rental Registry and Property Manager's Laws so that a registry of all rental units in noncommercially zoned properties are individually inspected and have a contact who is legally accountable. The Building Department faces a high volume of complaints, making it very difficult to stay ahead of code issues at the neighborhood level. The Town should expand the capacity of Code Enforcement Officers, and increase its complaint platforms to simplify complaints and manage enforcement.

- Continue ***inventory and redevelopment plans*** for "zombie houses". Vacant and/or problem properties, known as "zombie houses," can have a severely negative effect on the image and property values in neighborhoods, which often leads to a proliferation of similar conditions in the surrounding area. Working with neighborhood groups in selected neighborhoods, the Town should maintain a comprehensive inventory of these properties and then utilize legal tools to spur redevelopment. This should center on more aggressive code enforcement as well as enforcing tax liens to place properties in receivership as appropriate, amongst other legal options.

- Expand ***acquisition and rehab program in select neighborhoods***. The Town of Amherst's Acquisition-Rehab-Resale Program acquires dilapidated housing and fully rehabilitates it for sale to a first-time income-qualifying homebuyer. This program works well as a means to address spot-blight in select neighborhoods and also assist homebuyers in securing housing in quality school districts. However, HUD funding and regulations limit the capacity of the program. If funded with non-federal sources the Town would be able to address additional houses and larger sections of neighborhoods in need of major rehabilitation, making the program more impactful and injecting neighborhoods with ownership pride. The Town should explore ways to supplement this program with additional funding.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



POST-PANDEMIC HOUSING STABILIZATION

- Proactively ***prevent foreclosures*** with mortgage assistance program. The threat of foreclosures due to COVID-19 had been deferred due to Federal action to provide supplemental unemployment payments and to extend forbearances for those who cannot pay their mortgages. The Town should continue to track foreclosures and extent of forbearances locally and maintain the COVID-created Mortgage Assistance Program. Also, creating a central information resource for at-risk homeowners that communicates regional resources to needed residents. The Town should additionally engage with local lenders to help prevent foreclosures and to explore acquiring foreclosed properties to keep them out of the hands of absentee investors in select neighborhoods.

- ***Reduce evictions to stabilize households*** and rental markets. Early on in the Pandemic the Town established the Emergency Rental Assistance Program to stabilize households at threat of eviction due to a COVID-19 generated financial hardship. To date the program has assisted over 40 rental households. The Town should continue to maintain the program a few years out from the eviction moratorium end-date. Besides preventing homelessness and helping to rebuild familial wealth, the program should be looked at as a tool to blunt the impact of unexpected shocks to the rental housing market and thereby assisting to maintain reasonable rental rates and affordability.

- Provide ***property tax relief*** for qualifying homeowners. Older homeowners and those on fixed incomes face a growing burden from property taxes. The Town already offers property tax exemptions for several categories of homeowners, including low-income seniors, individuals with disabilities, Veterans, and the state School Tax Relief (STAR) credit. These programs are helpful, but the Town could expand the program to exempt necessary improvements required for residents to remain in their homes. It could also include temporary relief for first-time homeowners who make certain improvements to homes. This item will need further study and refinement prior to implementation.

- Support the ***expansion of financial literacy programs***. Another aspect of housing market stability is financial literacy, as potential homebuyers often need to eliminate debt and improve credit scores. Many homeowners also do not fully understand the financial tools they may access during their lifetimes. The Town should inventory the types of financial literacy and counseling programs available in the region and work with area schools, housing counselors and continuing education providers to expand on financial class topics.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



HOUSING SUMMARY + TIMELINE

Study/Preparation — Project Work

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
COMPREHENSIVE HOUSING STRATEGY	Monitor Housing Supply + Demand Conditions	Planning	Community Development / Building Dept / Town Assessor / Regional Housing Partners	—				✓
	Identify Needs & Opportunities for Future Development	Planning	Community Development / Building Dept / Regional Housing Partners	—	—			✓
	Update Zoning + Building Codes as Appropriate	Planning	Community Development / Building Dept	—	—			✓
	Identify Priority Sites and Pursue Targeted Acquisition + Disposition	Planning	Community Development / Economic Development / Amherst Development Corporation	—				✓
	Market Development Opportunities to Regional / National Developers	Economic Development	Planning / Community Development / AIDA	—	—			
NEIGHBORHOOD IMPROVEMENT	Identify Priority Locations for Improving Streets / Parks	Planning / Community Development	Highway / Engineering Dept	→				✓
	Improve Code Enforcement Activities in Residential Neighborhoods	Building Dept	Community Development / Police / Neighborhood Groups	→				✓
	Continue Inventory and Redevelopment Plans for "Zombie Houses"	Planning / Community Development	Building Dept / Town Assessors	→				✓
	Expand Acquisition + Rehab Programs in Select Neighborhoods	Planning / Community Development	Neighborhood Groups / Non-Profit Partners / Real Estate Agents / Lenders / Investors	—	—			✓

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 202

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



HOUSING SUMMARY + TIMELINE, CONTINUED

Study/Preparation | Project Work

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
POST PANDEMIC HOUSING STABILIZATION	Proactively Prevent Foreclosures with Mortgage Assistance Program	Community Development	Housing Service Agencies / Local Lenders	→	→	→	→	
	Reduce Evictions to Stabilize Households and Rental Markets	Community Development	Economic Development / Housing Service Agencies	→	→	→	→	
	Provide Property Tax Relief for Qualifying Homeowners	Town Assessors	Planning / Community Development			→	→	✓
	Support the Expansion of Financial Literacy Programs	Community Development	Economic Development	→	→	→	→	

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 202

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

PARKS + RECREATION

The importance of parks to the residents of Amherst came to the forefront during the COVID-19 pandemic. According to data from mobile phone "pings" collected by Google, the areas around Nature View Park, the Great Baehre Swamp and multiple golf courses were the only locations in Amherst that saw more visitors in May and June 2020 compared with the pre-pandemic months.

The Town of Amherst boasts an attractive network of parks and recreational resources that provide a variety of opportunities to its residents. The management of its facilities and programs is currently dispersed among multiple Town departments and community organizations, presenting challenges in the planning and implementation of new initiatives. The Town is also working to develop the ambitious and potentially transformative Amherst Central Park. The planning of this project has revealed many organizational challenges that must be addressed prior to its execution.



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



PARKS + RECREATION MANAGEMENT SYSTEMS

- Explore ***establishing centralized parks administration***. The Town of Amherst is investigating creating a new system for parks, administration that will be more responsive on all property, facilities, and programs related to parks, trails, recreational centers, and related locations. This should include exploring models for management structuring between the Youth & Recreation Division and Highway Department, which currently share management/administration duties. A new structure will greatly improve the Town's ability to respond to maintenance issue and resident desires for a future parks system.

- Establish and ***maintain townwide information hub*** for youth programs. Youth programs and sports in Amherst are largely offered by private clubs that are specific to sports and/or geographic areas. In addition, youth-oriented programming in areas of Town are provided by partners such as the Boys & Girls Club of Buffalo and the Williamsville Youth & Recreation Committee. Because each of these organizations is independently organized and operated, it can be challenging for residents to be aware of all resources. The Town should take the lead in organizing an information sharing service and calendar that allows for easy access to announcements, updates and schedules for each of these organizations.

- Implement ***new platform for simplified registration***. Online registration for Town recreation programs is currently confusing and difficult to navigate. The Town should pursue the implementation of programs like CivicRec that can automate and streamline registration for users and management on the Town's administration side.

- Assess ***maintenance & improvement needs*** at existing park facilities. The Town acknowledges that it has not historically done an effective job of planning for longterm maintenance and upgrades at its parks and recreation facilities. This is underscored by the fact that the 2018 Recreation & Parks Master Plan did not fully investigate maintenance issues. A first step will be to conduct a full review of needs for immediate maintenance and future improvements at Town facilities. This review should then be adapted into future operating and capital budgets.

- ***Address barriers to public-private partnerships***. The Recreation & Parks Master Plan (2018) identified several barriers to forging partnerships with private businesses and citizens related to the development and programming of parks and recreation facilities in Amherst. A core issue identified is a need to improve the contract process. Currently, contract requirements are too strict for many partners and is lacking a template for such agreements. The Town should create a blanket agreement template for potential partners that includes a "maintenance umbrella" that applies to local partners. The Town should also explore ways to reduce insurance costs for partners, as this has come up as a concern.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



AMHERST CENTRAL PARK

- Complete ***master plan for central park*** and connected areas. The Town has completed a conceptual plan for Amherst Central Park and will initiate a comprehensive public outreach campaign to further develop and refine the conceptual plan. Planning will need to go beyond just physical planning and will need to address funding, programming, accessibility, maintenance, equity, and community impacts. This process will include continued participation related to environmental remediation on the former Westwood Country Club and shoreline improvements to Ellicott Creek.

- Complete ***land transactions in support of park plan***. The planning of Amherst Central Park is centered around the acquisition of the 170-acre former Westwood Country Club site. This transaction would bring a total of 325 acres of property under Town control and pave the way for the execution of the Master Plan for the park. Once the Westwood site is remediated, the Town should pursue purchase/land transactions.

- Address ***zoning on key parcels*** adjacent to park. A core proposition of Amherst Central Park is that it will catalyze investment and development on surrounding parcels and in neighborhoods. The Town should explore zoning and regulatory issues that need to be addressed to ensure compatible land uses adjacent to the park along Sheridan Drive, Maple Road, and North Forest Road.

- Create ***management plan prior to opening*** of park. The operation of Amherst Central Park will require a well-defined plan for management and ongoing maintenance. Given the Park's large size, multiple facilities, and myriad of partners, a structure to manage all aspects of the Park prior to its opening is required. This structure will need to be continuously monitored and refined once the Park is open and operating.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

AMHERST CENTRAL PARK, CONTINUED

- Explore a ***townwide parks conservancy***. A national best practice for the management of large parks and park systems is to have a nonprofit conservancy as a partner. This type of organization can leverage private donations, fundraising opportunities, and volunteers to supplement what the Town can do via its funding and staffing and help optimize the performance of the entire system. This conservancy will be a critical partner for the planning and management of Amherst Central Park (see below). A possible model for this type of organization is the Chestnut Ridge Conservancy, which provides these services for Chestnut Ridge Park in Orchard Park.

- Explore the ***utilization and circulation of Northtown Center's parking lots*** along Amherst Manor Drive and the addition of a 5th Ice Rink. In the last few years, the Northtown Center has added new complementary uses adjacent to the facility, including a skate park, hotel complex and the upcoming UBMD Orthopedics building. A 5th ice sheet has long been identified as need at the Center due to the tremendous growth in ice-time demand and the facility's ability to attract large scale events. From 2011 to 2015, the Center brought in between $10.2 - $14.4 Million annually in regional economic impact from local house, regional, state-wide and national events. A 5th ice sheet is anticipated to increase local revenue by another $1.3 Million (Northtown Center at Amherst Ice Sheet Expansion Study 2015). The Town should pursue the addition of a 5th ice sheet and concurrently take a renewed look at the utilization and circulation of the parking lot areas along Amherst Manor Drive.



Proposed 5th Ice Rink Rendering

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

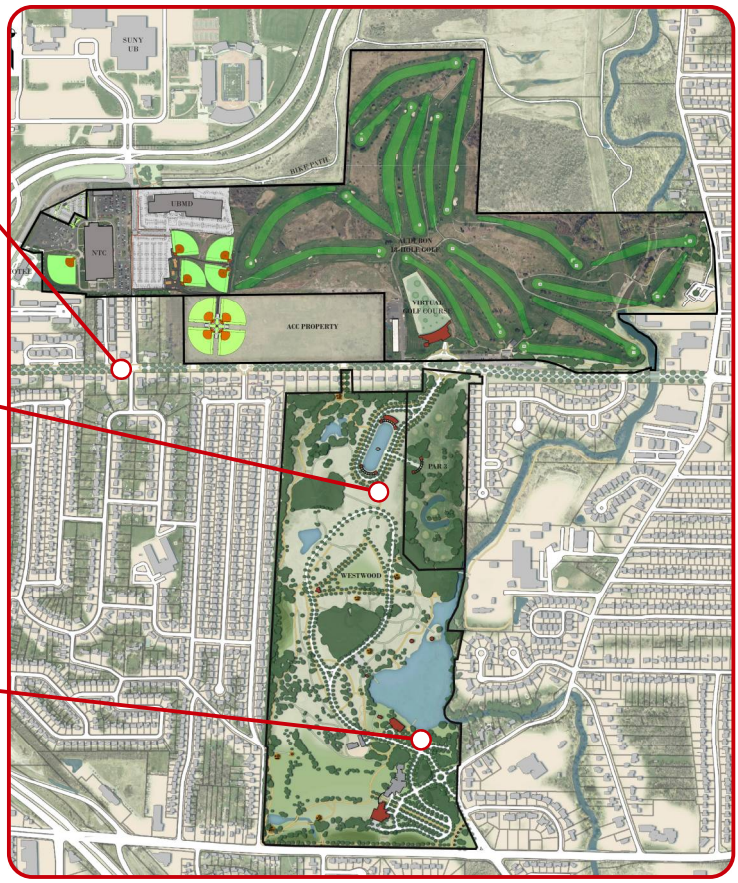
TRANSFORMATIVE PROJECT SNAPSHOT

AMHERST CENTRAL PARKDRAFT CONCEPT











ACCELERATE RECREATION + PARKS MASTER PLAN IMPLEMENTATION

› › › ***Continuous audit of plan implementation***. The Recreation & Parks Master Plan (2018) guides all future parks development and programming. Although it contains many timely and potentially impactful recommendations, due to the structural issues with the Town's current system, very little of the plan has been implemented to date. A central function of the new parks administration structure should be to establish a system to audit the implementation of the Master Plan and to update it on an annual basis.

› › › ***Activate local waterfront revitalization*** program. The Town of Amherst has formulated a Local Waterfront Revitalization Plan (LWRP) along the shores of Tonawanda Creek and Ellicott Creek. In early 2021, the Town completed a draft plan for the program that addresses accessibility, water quality, land uses, and related issues along the creek shorelines. Recommended key projects include working with Buffalo Niagara Waterkeeper on its Living Shorelines program to restore creeks and shorelines and to improve kayak/canoe access at several locations. The plan is currently under review by the New York State Department of State (NYSDOS). Following approval, the Town will need to implement the LWRP.

› › › ***Improve access to parks***. When the Town originally designed its parks system, it prioritized automobile access, rather than pedestrians or bicyclist, resulting in limited access to many parks and park facilities from surrounding neighborhoods and commercial areas. The implementation of the Master Plan needs to improve alternative access to parks. This will include connections to sidewalks, bike paths, and trails, as well as exploring connections to current and future transit options. Accessibility to parks should also be a key consideration in the development review process, with new projects connecting to the park, trail, and open space network as much as possible.

› › › Increase ***public art & social program incorporation*** into the parks. Public art installations, programs and performances add depth to enjoyment and use of local parks. The Town should incorporate physical art installations in partnership with local artists and art galleries, as well as create opportunities for performances, such as music, theatre and dance. Social programs, such as the Senior Center's COVID Park Pop-ups, provided safe meet-ups and social interactions during COVID, and proved to be well-valued additions to park enjoyment.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



PARKS + RECREATION SUMMARY + TIMELINE

Study/Preparation | Project Work

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
PARKS + RECREATION MANAGEMENT SYSTEMS	Explore Establishing a Centralized Parks Administration	Town Board	Highway / Youth + Recreation / Human Resources					
	Establish + Maintain Town-Wide Information Hub for Youth Programs	Community Services	IT / Youth Sports Organizations					
	Implement New Platform for Simplified Registration	Community Services	IT					
	Assess Maintenance + Improvement Needs at Existing Park Facilities	Community Services / Highway	Planning / Building Dept / Finance / Facilities					
	Address Barriers to Public/Private Partnerships	Community Services	Town Attorney / Human Resources / Local Non-Profit Partners / Facilities					
AMHERST CENTRAL PARK	Complete Master Plan for Central Park + Connected Areas	Planning	Town Board / Youth + Recreation / Engineering / Highway					✓
	Complete Land Transactions in Support of Park Plan	Town Board	Economic Development / Planning					✓
	Address Zoning on Key Parcels Adjacent to Park	Planning	Economic Development / Highway / Engineering Dept					✓
	Create Management Plan Prior to Opening Park	Town Board	Community Services / Central Park Task Force / Highway					✓
	Explore a Park Conservancy	Town Board	Community Services / Town Attorney					
	Utilization and Circulation of Northtown Center's Parking Lots	Planning	Engineering / Economic Development / Youth + Recreation					✓

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 202

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

PARKS + RECREATION SUMMARY + TIMELINE, CONTINUED

Study/Preparation | Project Work

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
ACCELERATE RECREATION + PARKS MASTER PLAN IMPLEMENTATION	Continuous Audit of Plan Implementation	Town Board	Community Services / Facilities / Engineering / Recreation Commission	→	→	→		
	Activate Local Waterfront Revitalization Program	Various Departments	Youth + Recreation / Highway / Engineering / Amherst Conservancy Advisory Council	→	→	→		
	Improve Access to Parks	Planning	Youth + Recreation / Highway / Senior Services / Traffic Safety Board			→	→	
	Increase Public Art + Social Program Incorporation into the Parks	Town Board	Economic Development / Community Services / Albright Knox Art Gallery / Musicalfare / Arts + Culture Committee	→	→	→		

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 2021

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TOWN GOVERNANCE + OPERATIONS

From the early days of the Pandemic, it was understood that this was no normal emergency for the Town to manage and operate under, rather it was a long-term situation with several unknowns and very dynamic components that would prove extremely challenging for every aspect of Town operations and governance. Knowing this, and knowing that past emergency situations provide fruitful opportunities to learn from, take corrective actions, and better serve the public, the Town evaluated internal Pandemic operations over the last year.

Also, various Town Boards and individual departments have periodically evaluated operations internally and initiated changes over-time to move the town, albeit slowly, towards a greater ideal of good governance. However, the opportunity presented by the Pandemic and a core purpose of the Advance Amherst Recovery Plan, is to move the needle in a much more meaningful way (and at a faster pace) in this post pandemic period to best position the town for an accelerated recovery.

This component of the Recovery Plan was born out of those two necessary aspects of self-reflection – 1) pandemic highlighted weaknesses/limitations, and 2) initiate more meaningful comprehensive change across departments in support of critical recovery efforts. The resulting action items reflect four main areas for improvement/advancement.



Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



COMMUNICATIONS

- Establishing a town-wide ***Public Information Officer*** (PIO) is necessary to improve citizen engagement and the dissemination of information, as well as, communicate the Town's brand messaging for economic growth. Having someone solely dedicated to this role can streamline communications across various platforms, expand messaging reach, and support departmental staff in incorporating consistent and effective messaging. The role could also be shared with a Business Liaison position, serve the EOC in emergency response events, and oversee Town website content.

- Develop and implement the ***Amherst Responds Information Service***. It can be difficult for residents to navigate to the correct department or person for a particular service within the Town. Formalized customer service access and information systems exist in larger communities around the country, such as 311 operated by the City of Buffalo. Amherst's scale and breadth of service warrants an inquiry and information exchange system to quickly connect people to the correct department/staff to address their needs. The Town should develop a unified Internet portal to encourage more streamlined communications both within and outside Town government.

- Implement town-wide ***Emergency Dissemination Procedures***. During emergencies it is imperative to communicate critical information amongst town personnel effectively, and ensure staff at all levels understand how to document and share information, assign critical tasks, and effectively communicate internally and with appropriate partner agencies. The scale of the Pandemic outlined a need to organize departments, personnel, and Town Board into that communications structure in a way that is easily understood, thereby reducing delays and confusion. To do so the Town should outline and train a larger volume of staff for emergency communications procedures, encompassing how information should be shared during all phases of an event. Additional tools, such as an employee information webpage that can be paired with operational policy updates and departmental task assignments would also be useful.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



TECHNOLOGY + DATA

- Commit to ***E-Service Delivery and Project Management Options***. Going forward the Town must commit to shifting services to online electronic formats where it makes sense to do so through a formal E-Service Strategy. The strategy's development should start with evaluating which departments could best benefit from shifting applications, programming, or operations over and then vetting the correct software and platforms needed to do so, while also considering cost-benefit and end-users. The strategy can then be incorporated into the Town's Technology Improvement Plan for implementation over time. Aside from expanding E-Services and online project management, the Town should also regularly test its remote-work functionality, so that switches to remote-work are seamless in future emergency events.

- Develop a town-wide ***Technology and Information Management Plan.*** The Town currently manages a Technology Improvement Plan (TIP), which focuses on replacing outdated computers and other equipment, and investing in new technology, albeit with a limited budget. The pandemic has showcased the need to transition the TIP plan into a much more comprehensive technology plan, one that proactively plans for the management of information and longer-term evolution of technology upgrades needed to support information management and project management systems. The plan should more formally address what/how the town collects and creates data; document and storing of information; access and disseminating information; and archiving. The plan should also outline roles and responsibilities for implementation of the plan across the various departments tasked with oversight and technology integration/interfaces.

- Develop a ***Cyber Security Plan***. Cyber threats such as email fraud, malware, network breaches, software piracy and cyber-extortion are real and costly issues to correct. While the town has made considerable investments and forethought into protecting the Town's network, public data, and online systems the threat of cyber-attacks are a constant that will only continue to evolve. In an effort to prepare for new security threats, the Town will develop a written Cyber Security Plan that focuses on existing threat types, the Town's defenses that are in place, as well as the response plan in the event of a security related incident. This plan must be fluid and modified as new threats emerge and the Town should pre-plan and budget for additional security components as they become available or necessary.

- Adopt ***new technologies and procedures for more efficient data and records management.*** Individual town departments are responsible for managing archiving of records in a way that meets NYS laws and as technology has improved, archiving and records management has made gradual progress. However, new technology platforms and the implementation of E-based project management systems warrant new consideration, records management practices and archiving tools. Many communities successfully combine archiving advances and data retrieval to IT systems in a way that is streamlined and efficient for Town staff and more responsive to public inquiries and FOIL requests. The Town of Amherst should explore new technology and records processing practices to improve archiving and data retrieval efficiencies. Town departments should also assign staff to be directly involved in the exploration and implementation of new records management procedures and technology improvements.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



OPERATIONAL EXCELLENCE

› › › Explore ***codifying the Comprehensive Emergency Management Plan***. Over the last 10 years the Town of Amherst has been affected by numerous severe weather events, utility failures and biological incidents like H1N1, SARS, West Nile, in addition to Covid-19. For each event Town departments manage the event and make minimal adjustments during and after the event to more effectively respond in the future. However, over time those adjustments to improve operations in and out of emergency situations can be lost to staff changes, retirements, and changeover of Town Leadership. The Town Board should evaluate ways to codify key elements of the Comprehensive Emergency Management Plan in order to ensure lasting operational improvements are implemented, continuity of operations protocols are discussed and decided outside of time-limited emergency situations, and staff are continuously rehearsing emergency operations in trainings and drills.

› › › Require ***Basic Emergency Management and Incident Command Training***. Emergency Management training can simply be defined as learning how to operate within a community's limits in response to an event. It's knowing where to go based on what happened. What we tell to who, how we share information, who makes decisions, how an incident is addressed and by whom, what's an operational period, how do we procure what we need, track what we've got and get reimbursed for what is eligible. There are four levels of Incident Command training that should be required for upper level department staff for the Town to develop a significantly expanded cadre of personnel ready to respond to large or long-term events.

› › › "Build the Bench" for ***Emergency Management within Departments***. The Pandemic exposed a need to have back-up personnel from all departments who are able to step in and manage assigned tasks for long-term emergency events. Traditionally the Town relies on Police, Highway, and Emergency Services to manage emergency events, but the length and severity of the Pandemic created a situation that required back-up and expanded support from all departments. Going forward the Town must have staff trained and at-the-ready from all departments in the Town who can easily step-in for shift work, relief work or a fresh look at incident operations, as needed. This will involve identifying staff that can be loaned-out, able to dedicate time to training, and participation in emergency drills/planning.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



OPERATIONAL EXCELLENCE, CONTINUED

- Invest in and ***expand Human Resources Department offerings***. The importance of Amherst's Human Resources (HR) Department exponentially increased over the last 20 months, with HR staff lending expertise and insight on everything from public health regulations and HIPAA laws, to establishing remote work policies and reopening public facilities safely. Pre-pandemic Amherst HR focused on traditional roles, such as benefits, policy violations, hiring and employee/union relations. Going forward there's a need for HR to play a more expanded role in fostering operational excellence. More specifically: supporting training and resources on effective management and leadership best practices; staff development for general skill building, such as project management; opportunities for talent development; managing employee performance, and workflow efficiencies.

- Reduce burdens on HR Staff with ***Improved Efficiencies***. This department has ever-increasing demands on its time. With limited staff capacity, the HR department may need to look at ways to free up time in order to address expanded demands generated from the pandemic or to support expanded programming. One way to do so may be to invest in ways to automate management of HR systems or implement new technology, online systems or service platforms that can reduce inquiries to staff and free-up some of their day-to-day responsibilities.

- ***Implement the recommendations of the "We Are Amherst" Police Reform Collaborative.*** The Town of Amherst, in partnership with the Amherst Police Department formed the "We Are Amherst" Police Reform and Reinvention Collaborative in August 2020. The Collaborative's mission is to proactively review, evaluate, modify, and modernize the Town of Amherst's current policing policies, procedures, and practices to better address the needs of its citizens and stakeholders, and to improve and promote public safety, community engagement and trust. In April 2021, the Collaborative issued the "We Are Amherst" Police Reform Collaborative Action Plan, which provides 5 main recommendation categories developed through extensive public engagement and evaluation. The Town, Police Department and Collaborative should continue to work to implement these recommendations over the next few years.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



RECRUITMENT, RETENTION + BUILDING TOMORROW'S LEADERS

- Formalize ***Cross-Training Procedures and Skill Building Standards***. The pandemic highlighted a need to be able to shift workers temporarily into different jobs based on the emergency need at hand. Unfortunately, limited opportunities to provide out-of-title skills training were highlighted as a shortcoming during reflective self-assessments. To be better prepared for the next emergency situation Town Departments should identify positions where cross-training and additional skill building opportunities make sense and work collaboratively with the Emergency Operations Center, Human Resources, and the unions to prepare and utilize staff in such scenarios.

- Conduct ***Staff Development/Succession Planning*** for Departments. The Town of Amherst has been fortunate to have a knowledgeable workforce led by experienced department heads and other senior staff. A recent wave of current and pending retirements has created a need to fill these leadership roles. To maintain operational excellence even during times of transition, formal staff development, training opportunities and succession plans should be maintained across all Town Departments.

- Establish ***Emerging Leaders Program***. The Town should establish an Emerging Leaders program to train new managers and supervisors on their new roles and responsibilities, as well as prepare middle management staff and support their growth as possible emerging leaders in the future. An Emerging Leaders program is a comprehensive leadership development program for high-potential employees new to supervisory and management positions. These programs typically include coaching, mentoring, and formal training, giving participants exposure to information, experiences, and resources otherwise unavailable. An ancillary benefit to this program is that participants can develop an informal peer network across departments, increasing collaboration and support systems.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)



RECRUITMENT, RETENTION + BUILDING TOMORROW'S LEADERS, CONTINUED

- Reduce barriers to ***Employee Recruitment/Hiring***. Pandemic hiring has proven difficult for many organizations and municipalities are no different. However, in some cases the lack of available applicants for open positions may be due to unforeseen consequences of some Town policies. For example, with housing values increasing over the last several years it is no longer attainable for entry level and other lower paid positions to be able to meet the employee residency requirements without a two-earner household. To rectify these situations, the Town should evaluate its employment requirements and recruitment methods that may hinder hiring and present corrective options for the Town Board and Unions to consider.

- Develop a ***Labor Recovery Plan***. Going into the pandemic the Town had labor constraints resulting from the loss of 79 Full Time Equivalent (FTE) employees in 2006 that left some departments struggling to fulfill duties. The labor situation has not recovered over these last 16 years and has led to such common constituent complaints as longer service wait times, permitting delays, and poor park maintenance. In some cases the labor lost has resulted in increased costs for the Town through the need to hire contractors at prevailing wage, assign additional over-time, and completely replace playground structures. Existing labor constraints were exacerbated by the Pandemic, through illnesses, retirements and pandemic hiring competition. To address these issues going forward, the Town must undertake a Labor Recovery Plan to evaluate labor needs and opportunities for efficiencies to better align with Town priorities.

- Develop ***Donation Program for Paid Time Off (PTO) or Sick Leave Bank***. Benefits are critical to recruitment, retention, and ensuring equitable access to jobs. While civil service positions maintain an attractive pension benefit that is rarely available in the private sector, the Town has identified that the time it takes for new employees to accumulate benefits like sick leave and paid time off, is not on-par with private sector offerings. This can make it hard for departments to recruit staff in some instances, especially potential employees with life situations or other events that warrant additional PTO or sick leave. Amherst's Employee Extended Sick Leave with Pay Committee should work with HR to develop a PTO or Sick Leave donation program, where well vested employees can choose to donate unused time into the bank for use by another employee in certain circumstances. The committee successfully implemented a similar program for the Amherst Police Union in 2017 that has been well received.

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TOWN GOVERNANCE SUMMARY + TIMELINE

Study/Preparation | Project Work

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
COMMUNICATIONS	Establish a Town-Wide Public Information Officer	Town Board	Emergency Services / IT / Economic Development					
	Develop + Implement the Amherst Responds Information Service	IT / Town Clerk	Various Departments					
	Implement Town-Wide Emergency Dissemination Procedures	Emergency Services	PIO / IT / Highway / Police					
TECHNOLOGY + DATA	Commit to E-Service Delivery and Project Management Options	IT	Building Dept / Planning / Town Clerk / Engineering Dept / Youth + Recreation / Highway					✓
	Develop a Town-Wide Technology + Information Management Plan	IT	Various Departments					
	Develop a Cyber Security Plan	IT	Emergency Services / Police					
	New Technologies + Procedure for Data / Records Management	Town Clerk / IT	All Departments					

Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 202

Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

TOWN GOVERNANCE SUMMARY + TIMELINE, CONTINUED

Study/Preparation — Project Work

	PROJECTS	LEAD	TEAM/DEPARTMENT	2022	2023	2024	2025	PROJECT CHARTER
OPERATIONAL EXCELLENCE	Explore Codifying the Comprehensive Emergency Management Plan	Emergency Services	Town Board					
	Require Basic Emergency Management + Incident Command Training	Emergency Services	HR / Unions / Police					
	Build the Bench for Emergency Management within Departments	Emergency Services	HR / Unions / Police					
	Invest In / Expand Human Resources Department Offerings	HR	Town Board / Unions					
	Reduce Burdens on HR Staff with Improved Efficiencies	HR	IT / Town Comptroller					
	Implement "We Are Amherst" Police Reform	Police Department	Town Board					
RECRUITMENT, RETENTION + BUILDING TOMORROW'S LEADERS	Formalize Cross-Training Procedures + Skill Building	HR	Emergency Services / All Departments / Unions					
	Conduct Staff Development / Succession Planning for Departments	HR	All Departments					
	Establish Emerging Leaders Program	Employee Suggestion Committee	HR / Councilmember Liason					
	Reduce Barriers to Employee Recruitment / Hiring	HR	All Departments					
	Develop a Labor Recovery Plan	Town Board	Human Resources					✓
	Develop Donation Program for PTO or Sick Leave Bank	HR	Town Board / Unions / Employee Extended Sick Leave with Pay Committee					

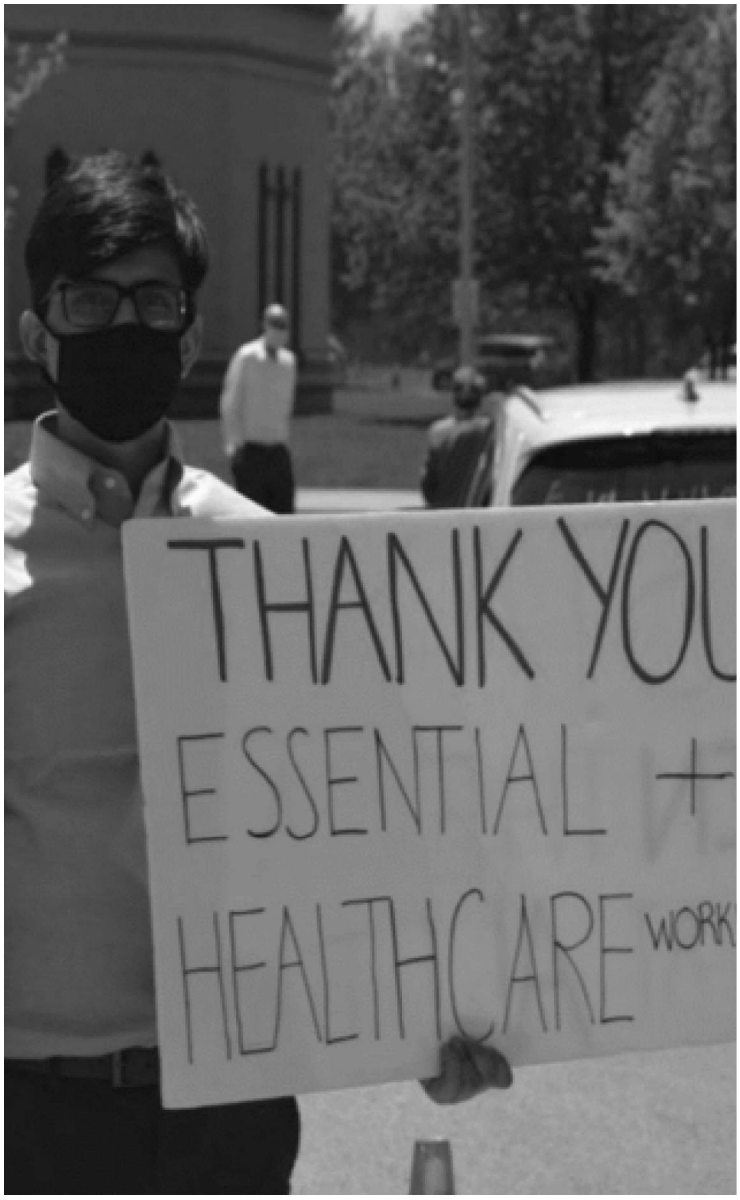
Note: Project teams reflected here are not comprehensive and will be developed during project charter set up. Start dates subject to change.

As of November 12, 202

NEXT STEPS + IMPLEMENTATION

Recovery Plan implementation is anticipated to be different based on each Action Item presented in the Plan. Some Action Items are steps of a larger project or process, while others are standalone undertakings. Numerous Action Items require the participation of several departments and outside stakeholders. Also, with COVID restricting the Town's ability to fully engage community members and regional partners during the development of the Recovery Plan, many Action Items are preliminary recommendations that require further development into a full project scope. Because of this, it is recommended that some Action Items be organized for implementation more formally through the Town's Project Charter process.

Project Charters involve outlining in-depth a project's main aims, plus all the elements needed to ensure a successful process and execution, such as identifying the project manager and team, timelines, resources, stakeholders, planning/project structures, public engagement, etc. The Action Item Summary and Timeline Charts presented at the end of each component outline the assigned department lead, preliminary project teams and start dates/timelines for each Recovery Plan Action Item, as well as where project charters are anticipated. Prior to initiating projects that are not already underway, Department Leads will develop full Project Charters for approval by the Town Board.



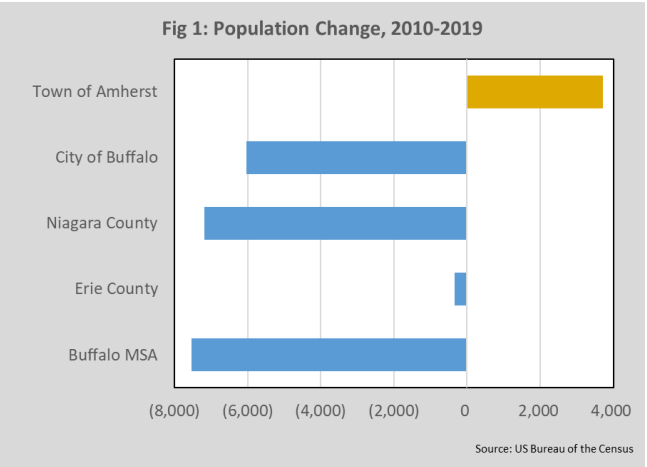
Attachment: Advance Amherst Recovery Plan_Final (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

This section profiles recent trends in Amherst and forecasts of future demographic and economic change in the Town.

Population Growth

Between 2010 and 2019, the Town of Amherst's population increased from 122,366 to 126,082, a net gain of 3,716. During the same period the overall population of the Buffalo-Niagara Metropolitan Statistical Area (MSA) decreased by 7,526 residents, with most of the losses in Niagara County. The City of Buffalo's population declined by 6,026 residents but was offset by growth in Amherst and other suburbs of Erie County (Fig. 1). As a note, the 2020 Census population counts were released in August 2021, just before production of this report. Those figures showed that the populations of Amherst and Erie County increased at stronger rates than anticipated. These figures were clearly impacted by the COVID-19 pandemic, which spurred population increases in many small to mid-size regions such as Buffalo at the expense of larger regions like New York City and Washington, DC. It remains to be seen if the population increase in the Buffalo region will be sustained in the coming years.



Employment Growth by Industry

From 2015 to 2019, the Buffalo MSA added an estimated 8,649 privat sector jobs, an annual growth rate of 0.5 percent. The fastest growing employment sector in the region was Education & Health Services, wh added more than 7,000 jobs, representing an annual growth rate of ne 2.0 percent. The region's Manufacturing sector has not rebounded fro its significant losses during the Great Recession (2008-2009), adding c 200 jobs from 2015 to 2019. The "Other Sectors" category, which includes transportation, warehousing, and personal services, lost more than 3,000 jobs during this five-year period (Fig. 2).

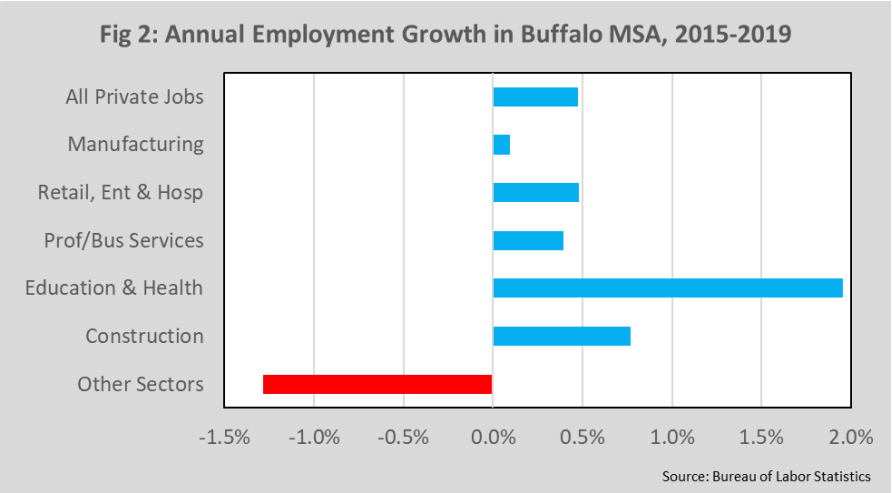
The COVID-19 pandemic caused significant damage to the Western N York economy during 2020. In the immediate aftermath of the nationa shutdown in March 2020, the Buffalo MSA lost 21 percent of its privat sector jobs. However, by November 2020, more than 75 percent of th losses had been recouped (Fig. 3).

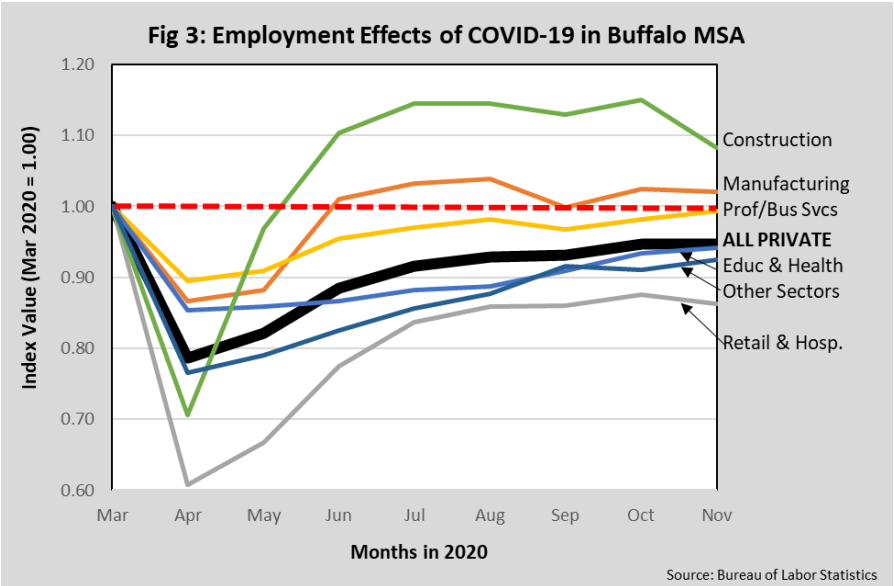
The effects of the pandemic differed greatly by sector:
The Construction and Manufacturing sectors rebounded to their pre-pandemic levels by June and remained above those levels for the balance of the year.

Professional & Business Services began a gradual recovery in May anc reached its pre-pandemic level by November.
The Retail & Hospitality sector lost 39 percent of its jobs during the shutdown in April 2020 and was still 14 percent below its pre-pandem level as of November 2020.

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS





Growth Forecasts

The Greater Buffalo Niagara Regional Transportation Council (GBNRT maintains estimates and forecasts of population, housing, and employment change for all Census Block Groups in Erie and Niagara counties. The current set of forecasts are for 2050, based on 2015 estimates.

These forecasts have been aggregated to correspond with the six Planning Analysis Areas (PAAs) in the Town of Amherst (Fig. 4). The forecasts have been adjusted by applying actual population and employment change since 2015 and forecasts from EMSI, a third-party economic data provider.

Population & Household Growth Forecasts

From 2019 to 2050 the Town of Amherst is forecasted to add 5,375 residents, with an expected total population of 131,457 by 2050. This represents an annual growth rate of 0.13 percent, which is considerab lower than the actual annual growth rates of the past two decades. Population growth in Amherst is expected to drive a net increase of 2, households by 2050. At this time, the household growth rate is expec to be similar to the population growth rate, however this could chang the long-term trend of smaller household sizes persists.

Most of the growth is forecasted to occur in the eastern portion of Amherst, where land is available for development. Specifically, most growth is expected in PAA 2 (NE Amherst) and PAA 6 (Williamsville/SE Amherst). There is some growth expected around the UB North Camp in PAA 3 (Fig. 5).

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

PLANNING ANALYSIS AREAS (PAAs) IN THE TOWN OF AMHERST

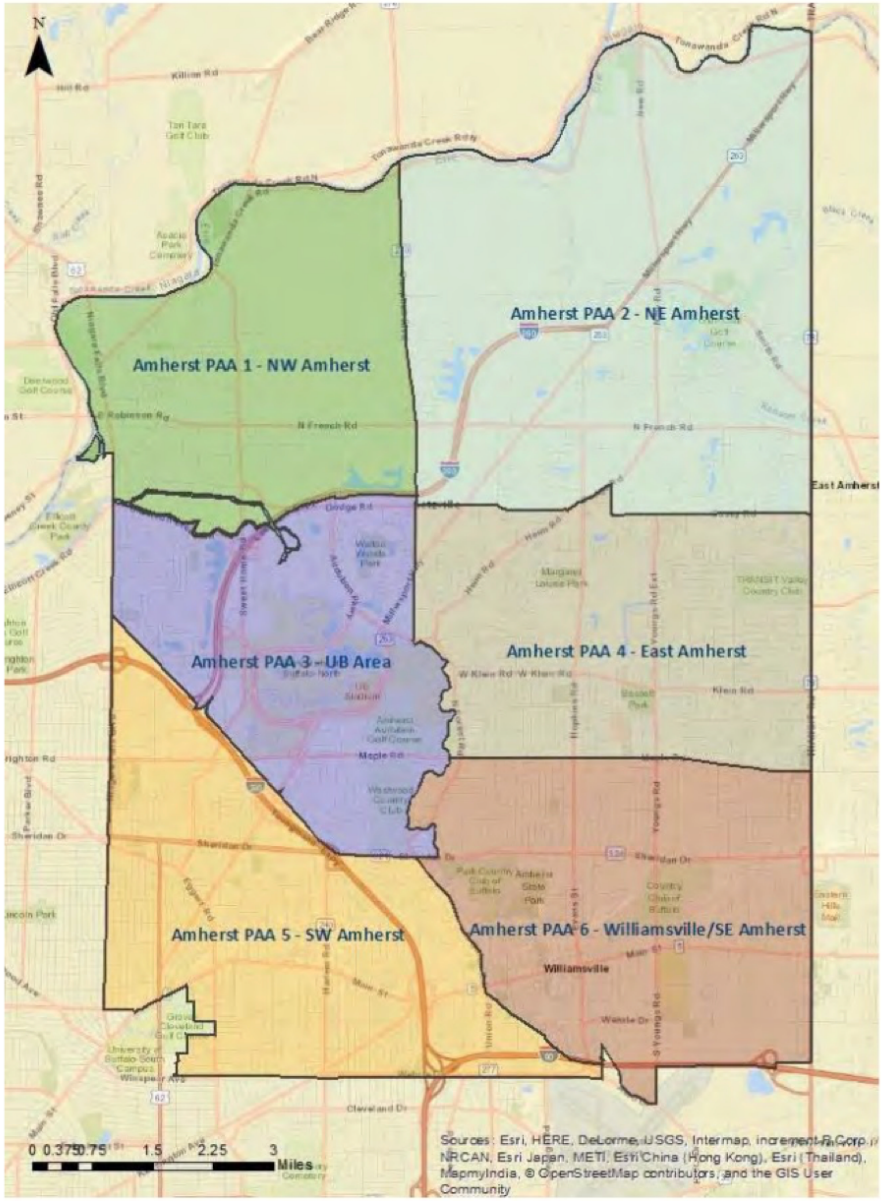


Fig 5. Town of Amherst Population & Household Forecasts to 2050

	Planning Analysis Areas (PAAs)						Amher
	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Total
POPULATION							
2000 Census	8,081	11,853	17,896	22,736	34,120	21,824	**116,**
2010 Census	8,323	14,045	20,298	23,644	34,251	21,805	**122,**
2019 Census Estimate	8,528	14,499	20,945	24,431	35,137	22,543	**126,**
2050 Forecast	8,530	16,280	21,717	25,608	34,991	24,331	**131,**
Projected Change: 2015-2050	3	1,781	772	1,177	(146)	1,789	**5,**
Annual % Change							
2000-2010 Annual % Change	0.30%	1.71%	1.27%	0.39%	0.04%	-0.01%	**0**
2010-2019 Annual % Change	0.27%	0.35%	0.35%	0.36%	0.28%	0.37%	**0**
2019-2050 Annual % Change	0.00%	0.37%	0.12%	0.15%	-0.01%	0.25%	**0**
HOUSEHOLDS							
2019 Census Estimate	3,272	5,610	11,148	9,813	15,684	10,180	**55,**
2050 Forecast	3,282	6,443	11,571	10,195	15,659	11,074	**58,**
Projected Change: 2019-2050	10	833	424	382	(25)	894	**2,**
Projected Annual Growth	0	27	14	12	0	29	
Annual % Change							
2019-2050 Annual % Change	0.01%	0.45%	0.12%	0.12%	-0.01%	0.27%	**0**

Source: Greater Buffalo Niagara Regional Transportation Council; The Versel Group

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Employment Growth Forecasts

The Town of Amherst is expected to solidify its position as a major regional employment center with a forecasted increase of 13,033 jobs from 2021 to 2050. By 2050, the Town is anticipated to have more than 135,000 jobs. Among the six major employment sectors in Amherst, nearly all new job growth is expected to occur in two: Office and Health/Education/ Government. These two sectors are expected to drive significant demand for professional and medical office space. Conversely, the Town's Retail Trade, Manufacturing, and Wholesale/ Warehouse sectors are not expected to gain jobs over the next 30 years. This will likely drive ongoing vacancy in older retail and industrial spaces, but will also create opportunities for new models of development. Retail space could see experiential uses and/or integrated mixed-use developments. For industrial space, there will likely be demand for smaller-scale maker spaces and modern logistics space in selected locations.

The greatest job growth is expected in PAA 6, which includes the Village of Williamsville, as well as the Main Street, Wehrle Drive, and Youngs Road corridors. PAAs 3 and 5 are also expected to see significant job increases. These three areas are located along either I-290 or I-90, and all have well-established office and business districts. PAA 1 is expected to see some Manufacturing and other industrial growth. Health sector jobs are expected to be added in PAA 4, where Millard Fillmore Suburban Hospital is located. PAA 2, which is largely residential and agricultural, is not projected to add many jobs (Fig. 6).

Fig 6. Town of Amherst Employment Forecasts to 2050

	Planning Analysis Area						Amh
	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	To
2021 Baseline [1]							
Manufacturing	1,489	146	265	30	192	388	2
Wholesale/Warehouse	1,024	98	373	242	569	3,096	5
Retail Trade	1,144	485	1,343	1,553	6,830	2,039	13
Office	5,118	4,587	7,154	1,629	9,344	15,674	43
Health/Ed/Gov	993	707	13,182	5,543	5,995	12,954	39
Service/Other	1,369	1,371	3,585	1,795	5,705	4,389	18
Total Employment	**11,137**	**7,393**	**25,902**	**10,791**	**28,635**	**38,538**	**122**
2050 Forecast [2]							
Manufacturing	1,852	105	225	21	193	362	2
Wholesale/Warehouse	991	112	377	255	558	3,118	5
Retail Trade	1,103	462	1,316	1,482	6,573	1,989	12
Office	6,096	4,430	9,417	1,823	11,508	19,792	53
Health/Ed/Gov	1,146	915	13,457	6,165	6,561	13,896	42
Service/Other	1,570	1,653	3,564	2,104	5,736	4,503	19
Total Employment	**12,759**	**7,677**	**28,357**	**11,849**	**31,128**	**43,659**	**135**
Projected Employment Change, 2021-2050							
Manufacturing	363	(41)	(40)	(9)	1	(25)	
Wholesale/Warehouse	(33)	15	4	13	(11)	22	
Retail Trade	(41)	(23)	(27)	(71)	(257)	(50)	
Office	978	(157)	2,264	194	2,164	4,119	9
Health/Ed/Gov	153	208	275	621	566	942	2
Service/Other	201	282	(21)	309	31	114	
Total Employment	**1,621**	**284**	**2,455**	**1,058**	**2,494**	**5,121**	**13**

Source: Greater Buffalo Niagara Regional Transportation Council; The Versel Group

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-1

Population Trends, 2010-2019

Amherst, Neighboring Towns and Cities, Buffalo Metro Area, New York State, and United States

Census 2020 release dates
May 4 County and MSA
May 27 Town

Population Trends

	2010 Census	2011	2012	2013	2014	2015	2016	2017	2018	2019	Change 2010-19	2010-2015	2015-2019
United States	308,745,538	311,556,874	313,830,990	315,993,715	318,301,008	320,635,163	322,941,311	324,985,539	326,687,501	328,239,523	19,493,985		
New York State	19,378,102	19,499,241	19,572,932	19,624,447	19,651,049	19,654,666	19,633,428	19,589,572	19,530,351	19,453,561	75,459		
Buffalo-Cheektowaga-Niagara Falls MSA	1,135,509	1,135,562	1,134,619	1,134,974	1,135,060	1,133,002	1,130,232	1,129,882	1,129,777	1,127,983	(7,526)	(2,507)	(5,019)
Erie County	919,040	919,843	919,906	920,869	921,755	920,644	918,678	919,034	919,717	918,702	(338)	1,604	(1,942)
Amherst town	122,366	122,845	123,230	123,623	124,271	124,666	125,300	125,470	126,081	126,082	3,716	2,300	1,416
Buffalo city	261,310	260,701	260,155	260,013	259,548	258,165	256,816	256,301	255,781	255,284	(6,026)	(3,145)	(2,881)
Niagara County	216,469	215,719	214,713	214,105	213,305	212,358	211,554	210,848	210,060	209,281	(7,188)	(4,111)	(3,077)

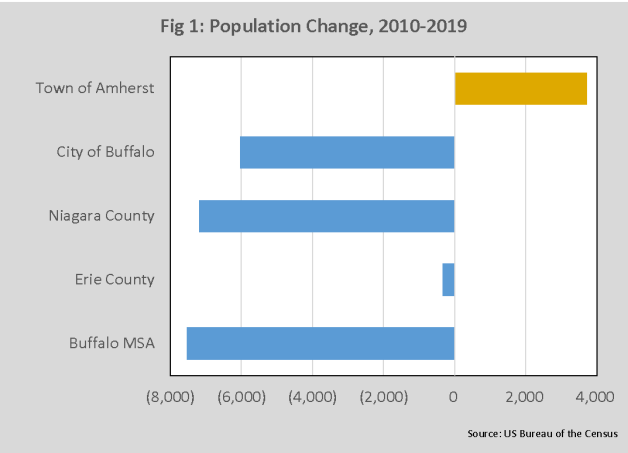
Annual % Change

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Total 2010-19
United States	0.9%	0.7%	0.7%	0.7%	0.7%	0.7%	0.6%	0.5%	0.5%	0.68%
New York State	0.6%	0.4%	0.3%	0.1%	0.0%	-0.1%	-0.2%	-0.3%	-0.4%	0.04%
Buffalo-Cheektowaga-Niagara Falls MSA	0.0%	-0.1%	0.0%	0.0%	-0.2%	-0.2%	0.0%	0.0%	-0.2%	-0.07%
Erie County	0.1%	0.0%	0.1%	0.1%	-0.1%	-0.2%	0.0%	0.1%	-0.1%	0.00%
Amherst town	0.4%	0.3%	0.3%	0.5%	0.3%	0.5%	0.1%	0.5%	0.0%	0.33%
Buffalo city	-0.2%	-0.2%	-0.1%	-0.2%	-0.5%	-0.5%	-0.2%	-0.2%	-0.2%	-0.26%
Niagara County	-0.3%	-0.5%	-0.3%	-0.4%	-0.4%	-0.4%	-0.3%	-0.4%	-0.4%	-0.37%

Source: U.S. Bureau of the Census; The Versel Group

Population Change, 2010-2019

	Total
Buffalo MSA	(7,526)
Erie County	(338)
Niagara County	(7,188)
City of Buffalo	(6,026)
Town of Amherst	3,716



Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-2

Demographic Profile of Town of Amherst and PAAs

American Community Survey 2015-2019 5-Year Averages

	Planning Analysis Areas (PAAs)						
	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	TOTAL
Population	8,387	14,888	20,829	23,536	35,207	22,662	**125,509**
Household Population	8,328	14,883	14,461	23,260	34,206	22,258	**117,396**
Households	3,210	6,070	7,017	9,526	15,046	9,973	**50,842**
Average Household Size	2.59	2.45	2.06	2.44	2.27	2.23	**2.31**
Median HH Income	$68,856	$106,748	$43,254	$111,941	$72,828	$81,816	**$81,637**
Total Housing Units	3,532	6,348	7,784	10,031	15,958	10,523	**54,176**
Occupied Units	3,210	6,070	7,017	9,526	15,046	9,973	**50,842**
Vacant Units	322	278	767	505	912	550	**3,334**
% Occupied	90.9%	95.6%	90.1%	95.0%	94.3%	94.8%	**93.8%**
% Vacant	9.1%	4.4%	9.9%	5.0%	5.7%	5.2%	**6.2%**
Owner Occupied	1,939	4,682	3,125	8,156	10,804	6,829	**35,535**
Renter Occupied	1,271	1,388	3,892	1,370	4,242	3,144	**15,307**
% Owner Occupied	60.4%	77.1%	44.5%	85.6%	71.8%	68.5%	**69.9%**
% Renter Occupied	39.6%	22.9%	55.5%	14.4%	28.2%	31.5%	**30.1%**
Single-Family	1,951	4,654	3,118	7,796	11,633	7,209	**36,361**
Multi-Family	1,581	1,694	4,666	2,235	4,325	3,314	**17,815**
% Single-Family	55.2%	73.3%	40.1%	77.7%	72.9%	68.5%	**67.1%**
% Multi-Family	44.8%	26.7%	59.9%	22.3%	27.1%	31.5%	**32.9%**

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-2, continued

Population by Age							
Under 15	17.3%	18.5%	7.5%	17.2%	16.8%	15.9%	**15.4%**
15-24	17.1%	10.0%	41.4%	10.2%	14.6%	11.0%	**17.2%**
25-34	15.2%	8.9%	13.6%	6.1%	14.4%	9.6%	**11.2%**
35-44	12.8%	12.8%	6.0%	11.1%	10.5%	13.4%	**10.8%**
45-54	9.7%	15.7%	5.8%	14.4%	13.5%	13.0%	**12.3%**
55-64	11.1%	16.2%	8.3%	14.8%	12.9%	12.9%	**12.8%**
65+	16.8%	17.8%	17.5%	26.2%	17.4%	24.1%	**20.3%**
Median age (years)	36.4	44.9	34.2	49.5	39.0	45.2	**41.8**
Population by Race & Ethnicity							
White	74.1%	84.3%	69.6%	86.7%	77.5%	86.8%	**80.2%**
Black	14.3%	2.7%	6.9%	2.3%	11.1%	3.7%	**6.6%**
Asian	5.1%	9.7%	19.0%	8.9%	5.8%	7.4%	**9.3%**
Other	6.5%	3.3%	4.5%	2.2%	5.7%	2.1%	**3.9%**
Hispanic (any race)	8.3%	3.0%	6.0%	1.7%	4.3%	2.7%	**3.9%**

Source: American Community Survey 2015-2019 5-Year Averages; The Versel Group

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-3

Demographic Trends and Projections, Buffalo MSA

From EMSI Data

	Estimated		Projected
	2006	2021	2031
Population by Age			
Under 5	61,082	62,079	60,180
5-14	144,324	125,636	130,400
15-24	154,862	137,572	130,915
25-34	131,428	155,681	130,698
35-44	158,185	134,593	153,073
45-54	177,813	131,153	134,042
55-64	128,374	160,896	124,510
65-74	81,806	127,133	136,912
75 and Over	93,039	92,848	122,410
Total Population	**1,130,913**	**1,127,591**	**1,123,140**

Annual Pop. Change	2006-21	2021-31
Under 5	0.1%	-0.3%
5-14	-0.9%	0.4%
15-24	-0.8%	-0.5%
25-34	1.1%	-1.7%
35-44	-1.1%	1.3%
45-54	-2.0%	0.2%
55-64	1.5%	-2.5%
65-74	3.0%	0.7%
75 and Over	0.0%	2.8%
Total Population	**0.0%**	**0.0%**

	Estimated		Projected
Population by Race	2006	2021	2031
White, Non-Hispanic	923,751	859,170	837,742
Black, Non-Hispanic	132,465	135,498	135,859
Asian, Non-Hispanic	17,645	39,378	45,687
Hispanic (any race)	37,286	63,106	70,869
Other Race/Ethnicity	19,766	30,439	32,983
Total Population	**1,130,913**	**1,127,591**	**1,123,140**

Annual Pop. Change	2006-21	2021-31
White, Non-Hispanic	-0.5%	-0.3%
Black, Non-Hispanic	0.2%	0.0%
Asian, Non-Hispanic	5.5%	1.5%
Hispanic (any race)	3.6%	1.2%
Other Race/Ethnicity	2.9%	0.8%
Total Population	**0.0%**	**0.0%**

Source: EMSI Q1 2021 Dataset; The Versel Group

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-4

Town of Amherst Population and Household Forecasts, 2019-2050

	Planning Analysis Areas (PAAs)						Amherst	Buffalo MSA
	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Total	Total
POPULATION								
2000 Census	8,081	11,853	17,896	22,736	34,120	21,824	**116,510**	1,170,111
2010 Census	8,323	14,045	20,298	23,644	34,251	21,805	**122,366**	1,135,509
2019 Census Estimate	8,528	14,499	20,945	24,431	35,137	22,543	**126,082**	1,127,983
2050 Forecast	8,530	16,280	21,717	25,608	34,991	24,331	**131,457**	1,141,473
Projected Change: 2015-2050	3	1,781	772	1,177	(146)	1,789	**5,375**	13,490
Annual % Change								
2000-2010 Annual % Change	0.30%	1.71%	1.27%	0.39%	0.04%	-0.01%	**0.49%**	-0.30%
2010-2019 Annual % Change	0.27%	0.35%	0.35%	0.36%	0.28%	0.37%	**0.33%**	-0.07%
2019-2050 Annual % Change	0.00%	0.37%	0.12%	0.15%	-0.01%	0.25%	**0.13%**	0.04%
HOUSEHOLDS								
2019 Census Estimate	3,272	5,610	11,148	9,813	15,684	10,180	**55,707**	517,976
2050 Forecast	3,282	6,443	11,571	10,195	15,659	11,074	**58,225**	524,903
Projected Change: 2019-2050	10	833	424	382	(25)	894	**2,518**	6,928
Projected Annual Growth	0	27	14	12	0	29	**81**	223
Annual % Change								
2019-2050 Annual % Change	0.01%	0.45%	0.12%	0.12%	-0.01%	0.27%	**0.14%**	0.04%

Source: Greater Buffalo-Niagara Regional Transportation Council, The Versel Group, April 2021

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-5

Private Employment Trends in the Buffalo-Cheektowaga-Niagara Falls MSA 2001-2019[1]

					Annual Percent Change		
	2001	2010	2015	2019	2001-2010	2010-2015	2015-2019
Erie County							
Total Private	380,705	371,731	390,854	399,033	-0.3%	1.0%	0.5%
Manufacturing	62,284	41,119	42,810	42,913	-4.5%	0.8%	0.1%
Retail, Entertainment & Hospitality[2]	88,148	92,242	98,685	99,999	0.5%	1.4%	0.3%
Professional, Business & Financial Services[3]	90,531	98,685	100,511	102,265	1.0%	0.4%	0.4%
Education & Health	65,023	72,994	75,646	82,189	1.3%	0.7%	2.1%
Construction	16,881	15,488	16,955	17,350	-1.0%	1.8%	0.6%
Wholesale, Transportation, Utilities, Other Svc[4]	57,838	51,203	56,247	54,317	-1.3%	1.9%	-0.9%
Niagara County							
Total Private	62,504	54,868	59,068	59,538	-1.4%	1.5%	0.2%
Manufacturing	15,888	8,295	9,018	9,112	-7.0%	1.7%	0.3%
Retail, Entertainment & Hospitality[2]	16,192	16,145	17,976	18,920	0.0%	2.2%	1.3%
Professional, Business & Financial Services[3]	8,047	7,756	8,318	8,298	-0.4%	1.4%	-0.1%
Education & Health	10,609	12,336	12,535	13,084	1.7%	0.3%	1.1%
Construction	2,984	2,529	2,914	3,138	-1.8%	2.9%	1.9%
Wholesale, Transportation, Utilities, Other Svc[4]	8,784	7,807	8,307	6,986	-1.3%	1.2%	-4.2%
MSA Total							
Total Private	443,209	426,599	449,922	458,571	-0.4%	1.1%	0.5%
Manufacturing	78,172	49,414	51,828	52,025	-5.0%	1.0%	0.1%
Retail, Entertainment & Hospitality[2]	104,340	108,387	116,661	118,919	0.4%	1.5%	0.5%
Professional, Business & Financial Services[3]	98,578	106,441	108,829	110,563	0.9%	0.4%	0.4%
Education & Health	75,632	85,330	88,181	95,273	1.3%	0.7%	2.0%
Construction	19,865	18,017	19,869	20,488	-1.1%	2.0%	0.8%
Wholesale, Transportation, Utilities, Other Svc[4]	66,622	59,010	64,554	61,303	-1.3%	1.8%	-1.3%

[1] *BLS changed its methodology for reporting data in 2001, so data from 2000 and earlier is inconsistent. For this reason only data from 2001 and later are used here.*

[2] *Includes Retail Trade, Arts/Entertainment/Recreation, and Accommodation & Food Services*

[3] *Includes Information, Finance & Insurance, Real Estate, Professional & Business Services*

[4] *Includes Utilities, Wholesale Trade, Transportation & Warehousing, and Other Services*

Source: Bureau of Labor Statistics, Quarterly Census of Employment & Wages; The Versel Group

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-6

Buffalo-Cheektowaga-Niagara Falls MSA Employment Profile, 2019

	Total Employment	Average Weekly Wage	Average Annual Wage
Total Private Nonfarm Employment	**456,826**	**$936**	**$48,680**
Manufacturing	**52,025**	**$1,305**	**$67,860**
Retail, Entertainment & Hospitality	**118,919**	**$530**	**$27,541**
Retail Trade	58,952	$562	$29,224
Arts, Entertainment & Recreation	9,125	$1,132	$58,864
Accommodation & Food Services	50,842	$384	$19,968
Professional, Business & Financial Services	**110,563**	**$1,219**	**$63,399**
Information	6,651	$1,289	$67,028
Finance & Insurance	28,278	$1,400	$72,800
Real Estate & Rental & Leasing	7,277	$883	$45,916
Professional & Technical Services	27,561	$1,317	$68,484
Management of Companies & Enterprises	13,508	$1,758	$91,416
Administrative & Waste Services	27,288	$739	$38,428
Education & Health	**95,273**	**$883**	**$45,908**
Educational Services	14,269	$689	$35,828
Health Care & Social Assistance	81,004	$917	$47,684
Construction	**20,489**	**$1,150**	**$59,800**
Wholesale, Transportation, Utilities, Other Services	**59,557**	**$912**	**$47,422**
Wholesale Trade	19,469	$1,293	$67,236
Transportation & Warehousing	17,288	$832	$43,264
Utilities	1,234	$2,008	$104,416
Other Services	20,952	$565	$29,380
Unclassified & Other	614	$718	$37,336

Source: Bureau of Labor Statistics, Quarterly Census of Employment & Wages; The Versel Group

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

Table A-7

Town of Amherst Change in Property Assessment by Year

	2017	2018	2019	2020	$ Change	% Change
Residential	$ 7,772,884,841	$ 7,787,350,598	$ 7,813,136,382	$ 7,846,138,810	$ 73,253,969	0.9%
Office	$ 893,366,403	$ 894,246,441	$ 889,581,716	$ 884,148,402	$ (9,218,001)	-1.0%
Other Commercial	$ 2,081,738,927	$ 2,099,519,932	$ 2,100,642,819	$ 2,136,310,907	$ 54,571,980	2.6%
Industrial	$ 31,928,899	$ 32,946,899	$ 32,725,899	$ 32,912,399	$ 983,500	3.1%
Vacant Land	$ 116,683,040	$ 122,254,043	$ 112,853,119	$ 121,170,809	$ 4,487,769	3.8%
Utiilty	$ 355,461,187	$ 356,932,609	$ 366,242,473	$ 360,256,554	$ 4,795,367	1.3%
Agricultural	$ 2,468,600	$ 2,344,700	$ 2,344,700	$ 2,344,700	$ (123,900)	-5.0%
Public Service	$ 2,144,218,800	$ 2,149,628,400	$ 2,138,156,550	$ 2,137,625,720	$ (6,593,080)	-0.3%
TOTAL	**$ 13,398,750,697**	**$ 13,445,223,622**	**$ 13,455,683,658**	**$ 13,520,908,301**	**$ 122,157,604**	**0.9%**

Source: Town of Amherst Assessor's Office, April 2021

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-8

Employment Forecasts, 2015 to 2050

Adapted from Greater Buffalo-Niagara Regional Transportation Council Data

	Planning Analysis Areas (PAAs)						Amherst	Buffalo MSA
	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Total	Total
Total Employment								
2015 Estimate	10,838	7,350	25,468	10,590	28,180	37,601	**120,027**	665,613
2050 Forecast	13,464	8,288	29,310	12,206	33,270	45,956	**142,494**	771,842
Change	2,626	938	3,842	1,616	5,090	8,355	**22,467**	106,229
Annual % Change	0.6%	0.3%	0.4%	0.4%	0.5%	0.6%	**0.5%**	0.4%
Manufacturing Employment								
2015 Estimate	1,423	156	274	32	192	393	**2,470**	52,585
2050 Forecast	1,663	94	202	19	173	325	**2,476**	39,621
Change	240	(62)	(72)	(13)	(19)	(68)	**6**	(12,964)
Annual % Change	0.4%	-1.4%	-0.9%	-1.5%	-0.3%	-0.5%	**0.0%**	-0.8%
Wholesale Trade, Warehousing & Transportation Employment								
2015 Estimate	1,031	95	372	239	571	3,091	**5,399**	42,442
2050 Forecast	1,077	122	410	277	606	3,388	**5,880**	51,124
Change	46	27	38	38	35	297	**481**	8,682
Annual % Change	0.1%	0.7%	0.3%	0.4%	0.2%	0.3%	**0.2%**	0.5%
Retail Trade Employment								
2015 Estimate	1,153	490	1,349	1,568	6,884	2,049	**13,493**	75,037
2050 Forecast	1,208	506	1,441	1,622	7,196	2,177	**14,150**	77,914
Change	55	16	92	54	312	128	**657**	2,877
Annual % Change	0.1%	0.1%	0.2%	0.1%	0.1%	0.2%	**0.1%**	0.1%
Office Employment								
2015 Estimate	4,936	4,620	6,758	1,591	8,950	14,935	**41,790**	168,317
2050 Forecast	6,664	4,846	10,292	1,993	12,579	21,633	**58,007**	213,587
Change	1,728	226	3,534	402	3,629	6,698	**16,217**	45,270
Annual % Change	0.9%	0.1%	1.2%	0.6%	1.0%	1.1%	**0.9%**	0.7%
Health, Education & Government Employment								
2015 Estimate	964	670	13,126	5,423	5,884	12,767	**38,834**	194,106
2050 Forecast	1,108	884	13,004	5,958	6,341	13,429	**40,724**	213,587
Change	144	214	(122)	535	457	662	**1,890**	19,481
Annual % Change	0.4%	0.8%	0.0%	0.3%	0.2%	0.1%	**0.1%**	0.3%
Service Sector Employment								
2015 Estimate	1,331	1,319	3,589	1,737	5,699	4,366	**18,041**	99,864
2050 Forecast	1,744	1,836	3,961	2,337	6,375	5,004	**21,257**	128,568
Change	413	517	372	600	676	638	**3,216**	28,704
Annual % Change	0.8%	0.9%	0.3%	0.9%	0.3%	0.4%	**0.5%**	0.7%

Source: Greater Buffalo-Niagara Regional Transportation Council, The Versel Group, April 2021

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-9

Employment Growth Rates by Planning Analysis Area, 2015-2050

	Planning Analysis Area						Amherst	Region
	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Total	Total
2015-2050 Annual Growth Rates by Employment Type, GBNRTC Figures								
Manufacturing	0.45%	-1.44%	-0.87%	-1.48%	-0.30%	-0.54%	**0.01%**	**-0.81%**
Wholesale/Warehouse	0.12%	0.72%	0.28%	0.42%	0.17%	0.26%	**0.24%**	**0.53%**
Retail Trade	0.13%	0.09%	0.19%	0.10%	0.13%	0.17%	**0.14%**	**0.11%**
Office	0.86%	0.14%	1.21%	0.65%	0.98%	1.06%	**0.94%**	**0.68%**
Health/Ed/Gov	0.40%	0.80%	-0.03%	0.27%	0.21%	0.14%	**0.14%**	**0.27%**
Service/Other	0.78%	0.95%	0.28%	0.85%	0.32%	0.39%	**0.47%**	**0.72%**
Total Employment	0.62%	0.34%	0.40%	0.41%	0.48%	0.57%	**0.49%**	**0.42%**

Comparison of Regional Growth Rates	GBNRTC, 2015-2050	EMSI 2021-2031	Average of Forecasts	Adjustment from GBNRTC
Manufacturing	-0.81%	-0.19%	-0.50%	0.31%
Wholesale/Warehouse	0.53%	0.06%	0.30%	-0.24%
Retail Trade	0.11%	-0.41%	-0.15%	-0.26%
Office	0.68%	0.17%	0.43%	-0.26%
Health/Ed/Gov	0.27%	0.47%	0.37%	0.10%
Service/Other	0.72%	0.12%	0.42%	-0.30%
Total Employment	**0.42%**	**0.51%**	**0.46%**	**0.04%**

Adjusted Annual Employment Growth Rates, 2015-2050	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Amherst	Region
Manufacturing	0.76%	-1.13%	-0.56%	-1.17%	0.01%	-0.23%	0.32%	-0.50%
Wholesale/Warehouse	-0.11%	0.48%	0.04%	0.18%	-0.07%	0.02%	0.01%	0.30%
Retail Trade	-0.13%	-0.17%	-0.07%	-0.16%	-0.13%	-0.09%	-0.12%	-0.15%
Office	0.60%	-0.12%	0.95%	0.39%	0.72%	0.81%	0.68%	0.43%
Health/Ed/Gov	0.50%	0.89%	0.07%	0.37%	0.31%	0.24%	0.23%	0.37%
Service/Other	0.47%	0.65%	-0.02%	0.55%	0.02%	0.09%	0.17%	0.42%
Total Employment	**0.66%**	**0.38%**	**0.44%**	**0.45%**	**0.52%**	**0.62%**	**0.53%**	**0.46%**

Source: Greater Buffalo-Niagara Regional Transportation Council; EMSI; Bureau of Labor Statistics; The Versel Group

APPENDIX A:
DEMOGRAPHICS, ECONOMIC TRENDS + FORECASTS

Table A-10

Employment Forecasts by Planning Analysis Area

	Planning Analysis Area						Amherst
	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Total
2021 Baseline [1]							
Manufacturing	1,489	146	265	30	192	388	2,509
Wholesale/Warehouse	1,024	98	373	242	569	3,096	5,401
Retail Trade	1,144	485	1,343	1,553	6,830	2,039	13,394
Office	5,118	4,587	7,154	1,629	9,344	15,674	43,505
Health/Ed/Gov	993	707	13,182	5,543	5,995	12,954	39,374
Service/Other	1,369	1,371	3,585	1,795	5,705	4,389	18,214
Total Employment	**11,137**	**7,393**	**25,902**	**10,791**	**28,635**	**38,538**	**122,396**
2050 Forecast [2]							
Manufacturing	1,852	105	225	21	193	362	2,758
Wholesale/Warehouse	991	112	377	255	558	3,118	5,411
Retail Trade	1,103	462	1,316	1,482	6,573	1,989	12,925
Office	6,096	4,430	9,417	1,823	11,508	19,792	53,066
Health/Ed/Gov	1,146	915	13,457	6,165	6,561	13,896	42,139
Service/Other	1,570	1,653	3,564	2,104	5,736	4,503	19,130
Total Employment	**12,759**	**7,677**	**28,357**	**11,849**	**31,128**	**43,659**	**135,429**
Projected Employment Change, 2021-2050							
Manufacturing	363	(41)	(40)	(9)	1	(25)	250
Wholesale/Warehouse	(33)	15	4	13	(11)	22	10
Retail Trade	(41)	(23)	(27)	(71)	(257)	(50)	(469)
Office	978	(157)	2,264	194	2,164	4,119	9,561
Health/Ed/Gov	153	208	275	621	566	942	2,765
Service/Other	201	282	(21)	309	31	114	915
Total Employment	**1,621**	**284**	**2,455**	**1,058**	**2,494**	**5,121**	**13,033**

[1] *2021 baseline is estimated by applying adjusted annual growth rates from Table 9 to 2015 GBNRTC baselines.*

[2] *Forecast uses adjusted annual growth rates shown on Table 9.*

Source: Greater Buffalo-Niagara Regional Transportation Council; EMSI; The Versel Group

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST

This section examines recent trends in the housing market in Amherst and Western New York. It also explores relationships between economic and housing growth in Amherst and Western New York to forecast the future demand for different types and price points of housing.

Current Housing Profile

According to the most recent data from the U.S. Census Bureau's American Community Survey, 67 percent of the existing housing stock in the Town of Amherst is single-family units. Of these, 62 percent are detached units and 5 percent are attached/townhouse units. Among the 33 percent of units in Amherst that are considered multi-family, two-thirds (22 percent) are in buildings with fewer than 10 units, and just one-third (11 percent) are in buildings with 10 or more units (Fig. 9).

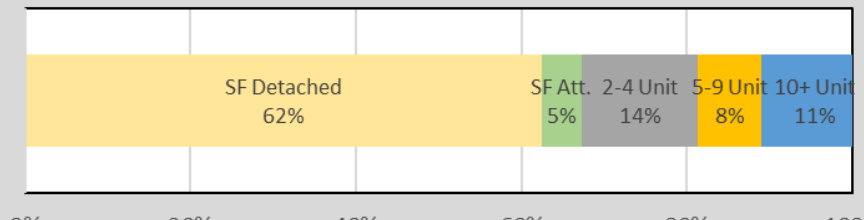
Much of the housing stock in Amherst is quite old, as 69 percent of its existing units were built prior to 1980---these units are now at least 40 years old. Another 21 percent were built between 1980 and 1999 only 10 percent of the stock has been built since 2000 (Fig. 8).

There is significant variation in the characteristics of housing units throughout Amherst. In the eastern part of Town (PAAs 2, 4, and 6) and the Snyder/Eggertsville area (PAA 5), more than 70 percent of existing units are single-family. Conversely, just 40 percent of units in the UB area (PAA 3) are single-family, and the single-family share for NW Amherst (PAA 1) is 55 percent (Fig. 9).

There is also a wide disparity in the age of the housing stock in differe parts of Amherst. In PAA 5, the oldest section of Town, just 6.3 percen units have been built since 1980 and more than 70 percent of the stoc was built prior to 1960. PAA 2 (NW Amherst) was historically a rural are and has seen a great deal of new construction in more recent years; 6 percent of units in PAA 2 have been built since 1980 and 24 percent h been built since 2000 (Fig. 9).

The diversity of Amherst's housing stock is reflected in the characterist of its households as well. According to American Community Survey d just 25 percent of households in Amherst consists of families with at le one child under 18. In fact, there are more single-person households i the Town (32 percent) than family households with children. The remaining 43 percent are households with multiple adults but no child this includes couples, roommates, and other living arrangements. Ever PAA 2, the newest area of Amherst, just 32 percent of households hav children under 18 (Fig. 10).

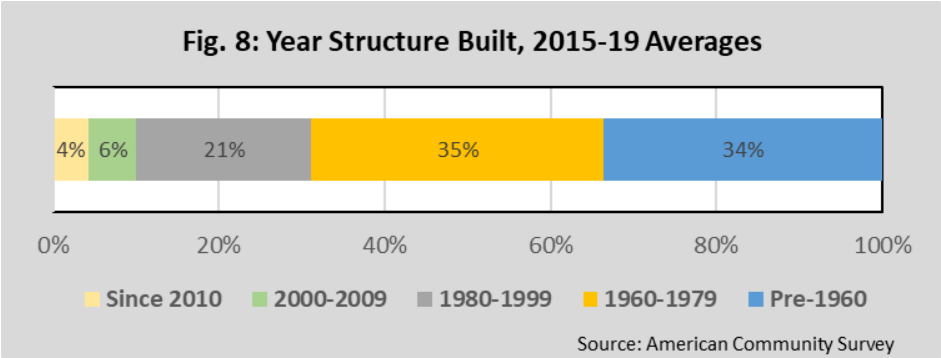
Fig. 7: Units in Structure, 2015-19 Averages

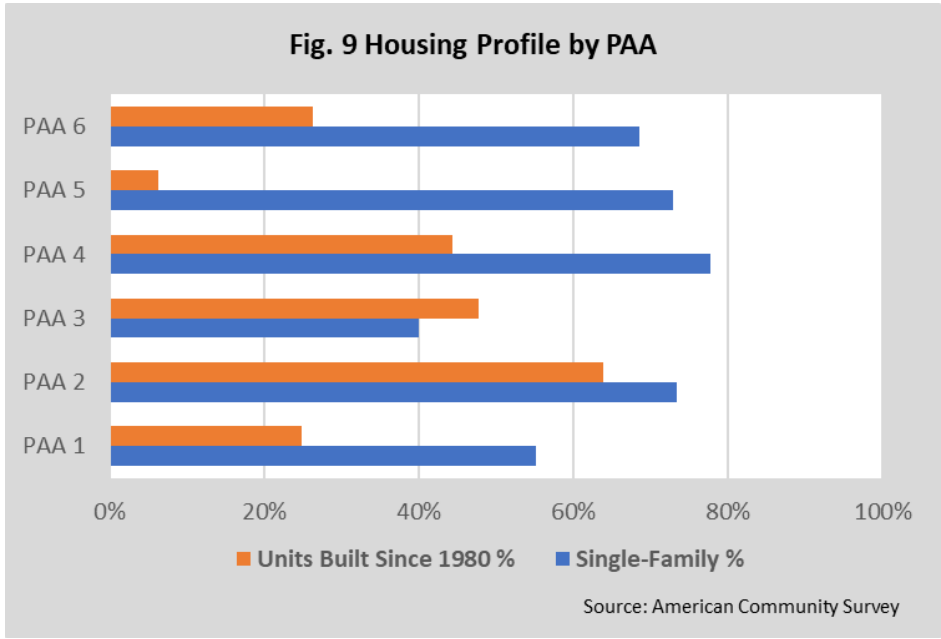


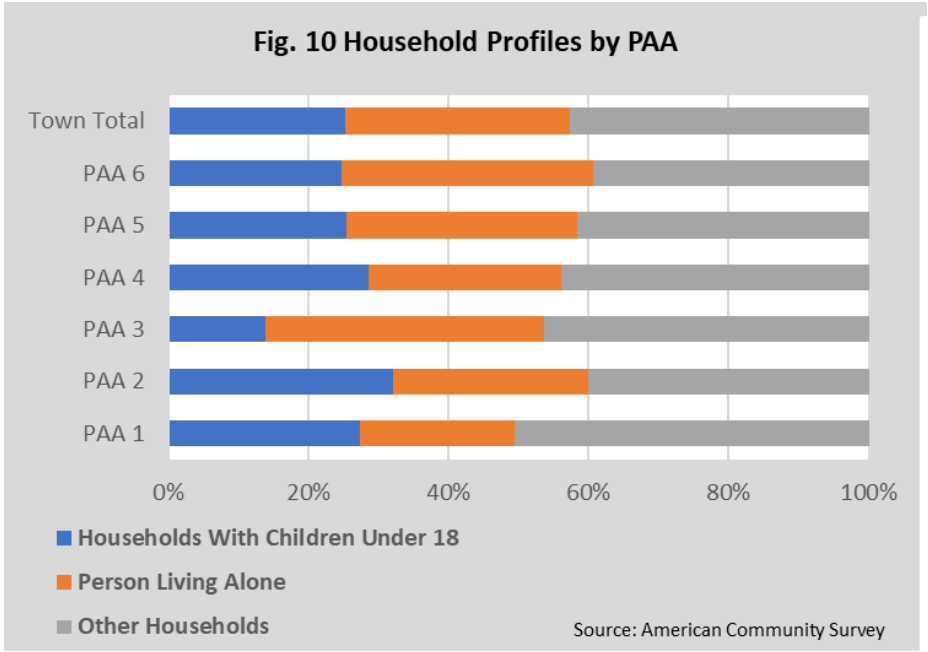
Source: American Community Survey

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST





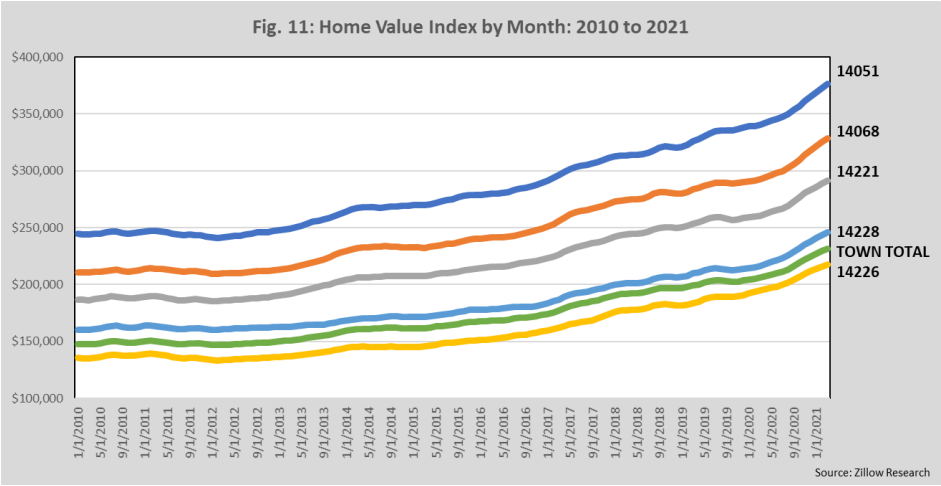


Housing Market Trends

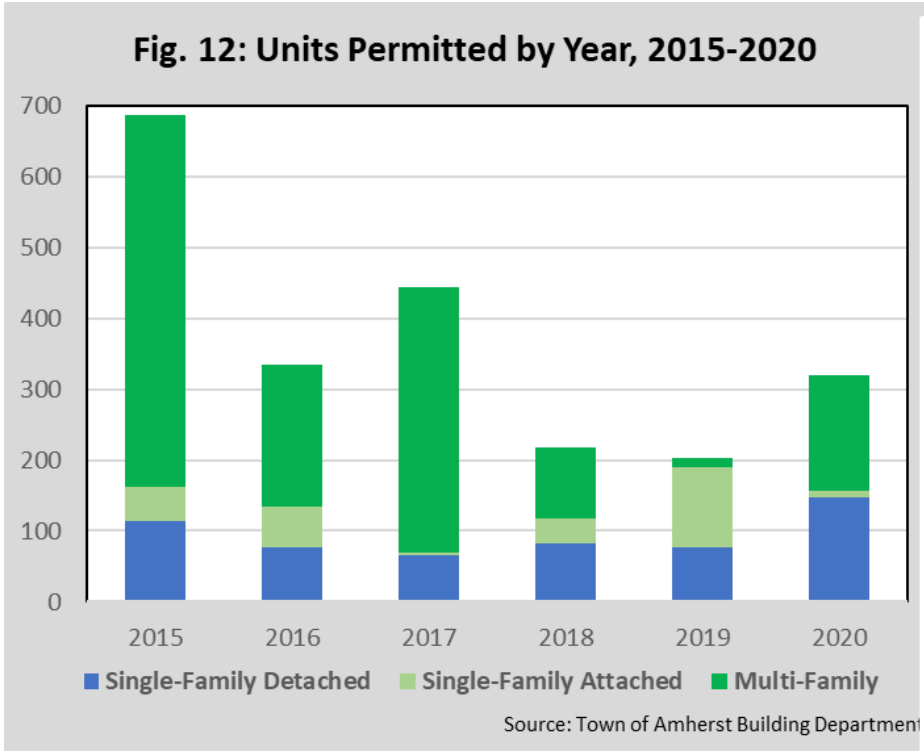
Home values in Amherst have shown a strong increase over the past decade, with a particularly pronounced increase in the past year in the wake of the COVID-19 pandemic. As of March 2021, the average hom value reported by Zillow for the entire Town was $231,500, an increase 57 percent from the March 2010 value of $147,300. This represents a 4 percent annual average rate of increase of 4.2 percent. From March 20 to March 2021, the average home value in Amherst increased by $24,(representing a one-year growth rate of 12.4 percent. This general tren has been followed for all ZIP codes in the Town. To date, the average home value in the 14051 (Swormville) and 14068 (Getzville) areas is ab $300,000, and the average value in 14221 (Williamsville) is $291,600. Average values in 14228 (Sweet Home) and 14226 (Snyder) are well below other areas but have exceeded $200,000 (Fig. 11).

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST



From 2015 to 2021, 2,206 permits were issued for new housing units in Amherst, an average of 368 per year. The amount of permits varied significantly by year, with as many as 687 in 2015 and as few as 202 in 2019. The majority (62 percent) of new units were multi-family, with 26 percent being single-family detached and 12 percent single-family attached (Fig. 12). This trend is indicative of a community with limited opportunities for new single-family detached development and points to an increasing shift to higher-density housing in Amherst going forward.



Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST

Housing Demand Forecasts

Forecasts for future housing demand in Amherst are tied to expected job growth in the region over the next 30 years. These forecasts do not consider currently unmet housing demand, nor do they include other potential sources of changes to housing demand at the local level, including the aging of population, increased college enrollment, remote workers, seasonal residents, etc. The baseline employment forecasts used are the regional-level forecasts produced by the Greater Buffalo-Niagara Regional Transportation Council (GBNRTC)—for the purposes of this analysis, these forecasts have been adjusted downward based on less aggressive projections from EMSI, a third-party economic modeling company.

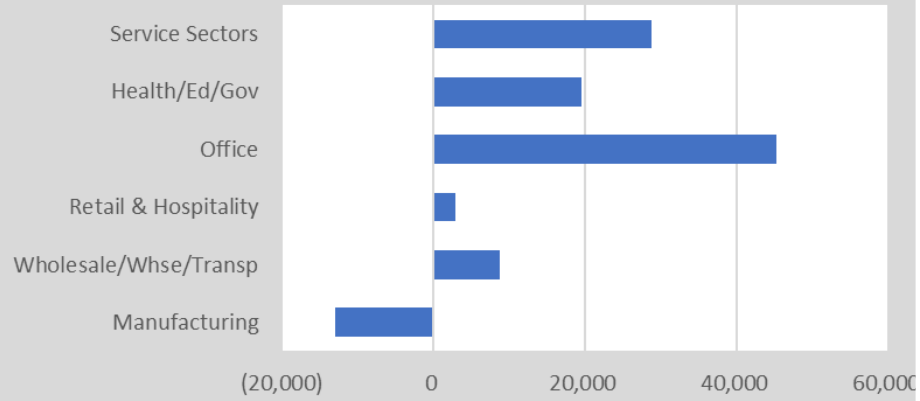
The overall expected increase for employment growth in the Buffalo MSA from 2015 to 2050 is 92,050 jobs, or an average of 2,630 per year. About half of these new jobs are expected in Office related sectors, with significant growth in Health/Education/Government, and Service Sectors as well. The Manufacturing, Retail Trade, and Wholesale/Warehousing/Transportation sectors are not expected to contribute much employment growth over the next 30 years (Fig. 13).

The next step in calculating housing demand in Amherst was to translate regional employment growth to expected local housing growth. This involved making two key assumptions:

1. Number of new households formed per net new job: the assumption made is thatfor every new job added to the region, 0.6 new households would be formed. This accounts for households with multip wage earners.

2. Share of new households that would locate in Amherst: the assumption made is that 15 percent of new households in the region would want to locate in Amherst. Amherst currently accounts for 11 percent of all households in the Buffalo MSA, but the assumption is tha Amherst's competitive advantages will allow it to attract a higher share new households relative to its current position.

Fig. 13: Projected Job Change in Buffalo MSA, 2015-50



Source: GBNRTC; EMSI; The Versel Group

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST

These assumptions translate to an annual average increase of 1,800 households in the region and 270 new households in Amherst. As explained in the footnote, this only accounts for housing demand from employment growth and does not include other sources of demand.

The next step in determining housing demand is to translate employment forecasts by sector into housing preferences by tenure type (owner vs. renter). This was accomplished by applying expected tenure shares to each employment category based on its average income level based on current tenure-to-income patterns in Amherst, as shown in Fig. 14. The next step was to segment each employment category by income levels to translate demand into four different price categories for both owner and renter-occupied housing (calculations are not shown here). The final step was to apply these tenure and pricing assumptions to estimate annual housing demand by tenure and price range for the Town of Amherst. The results are as follows (Fig. 15):

- Annual demand for 270 housing units:
  - 196 owner-occupied
  - 74 renter-occupied

- Most demand for owner-occupied units is under $400K, with similar demand at multiple price points (under $200K, $200-300K, $300-400K)

- About half of expected rental demand from future growth is for units priced above $2,000 per month. This finding is based on the projected income levels of the jobs projected to be created in the area and is supported by the success of recent similarly-priced rental developments in Amherst such as The Mosey and Lymstone Lofts.

Fig. 15: Projected Annual Housing Demand in Amherst to 2050

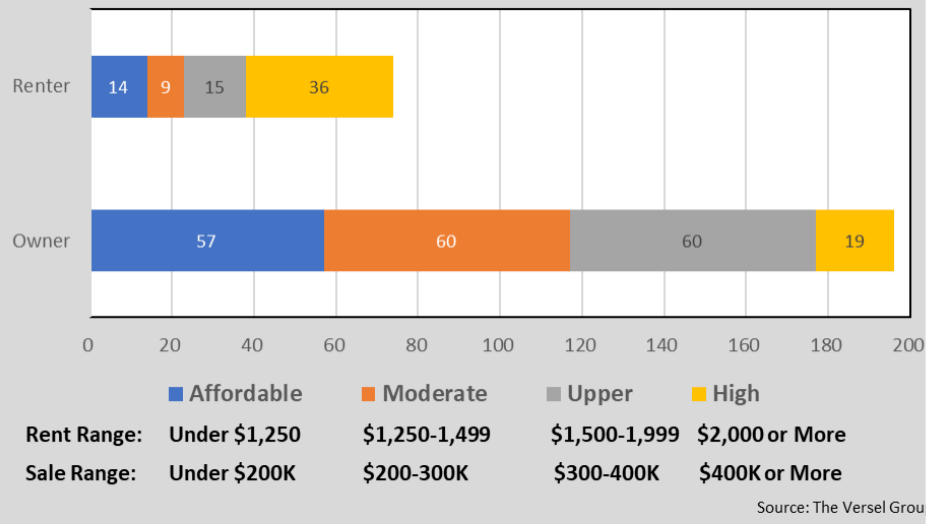
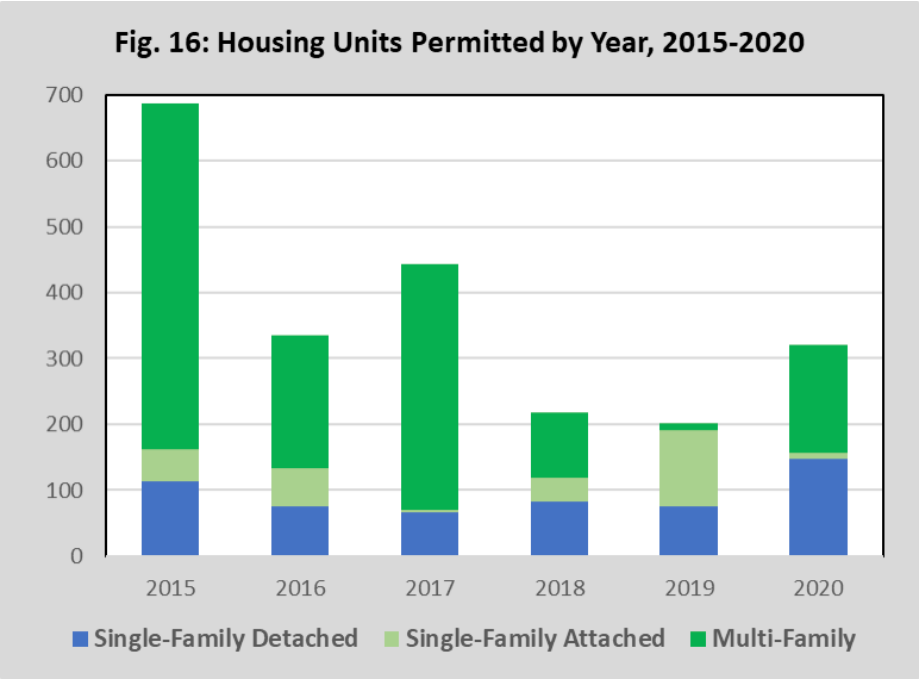


Figure 16 shows actual new housing permit activity in the Town of Amherst over the six-year period covering 2015 to 2020. During this period, the Town issued permits for an average of 368 units per year. However, the annual average of single-family permits was just 139, compared with an average of 229 multi-family units per year. In order to keep up with demand, Amherst will need to increase its supply of single-family units at a faster rate.

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST



Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST

Table B-1

Town of Amherst Housing Profile, 2015-19 5-Year Averages

	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Town Total
Housing Type	**3,532**	**6,348**	**7,784**	**10,031**	**15,958**	**10,523**	**54,176**
Single-Family Detached	1,725	4,111	2,694	7,212	11,261	6,735	33,738
Single-Family Attached	226	543	424	584	372	474	2,623
2-4 Unit Structure	1,329	674	1,498	423	2,707	922	7,553
5-9 Unit Structure	120	559	1,080	738	543	1,102	4,142
10+ Unit Structure	122	446	2,081	1,074	1,025	1,208	5,956
Mobile Home/Other	10	15	7	0	50	82	164
Year Structure Built	**3,532**	**6,348**	**7,784**	**10,031**	**15,958**	**10,523**	**54,176**
Since 2010	198	632	999	38	77	402	2,346
2000-2009	219	870	571	755	181	482	3,078
1980-1999	464	2,555	2,144	3,657	750	1,889	11,459
1960-1979	2,067	1,519	3,013	4,687	3,754	4,039	19,079
1960 or Earlier	584	772	1,057	894	11,196	3,711	18,214
Housing Value (Owner Occupied)	**1,939**	**4,682**	**3,125**	**8,156**	**10,804**	**6,829**	**35,535**
Under $150,000	532	849	1,113	868	4,520	1,197	9,079
$150,000-199,999	818	761	997	943	3,305	1,569	8,393
$200,000-299,999	425	1,509	796	3,368	1,906	2,911	10,915
$300,000-499,999	135	1,284	170	2,477	764	848	5,678
$500,000 or More	29	279	49	500	309	304	1,470
Gross Rent (Renter Occupied)	**1,244**	**1,327**	**3,782**	**1,322**	**3,934**	**2,959**	**14,568**
Under $1,000	434	335	1,707	230	2,213	896	5,815
$1,000-1,499	590	394	1,720	334	1,261	1,345	5,644
$1,500-1,999	159	453	168	247	360	496	1,883
$2,000-2,499	61	109	37	170	72	102	551
$2,500 or More	0	36	150	341	28	120	675

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST

Table B-1, continued

Vacancy Status							
Vacant Housing Units	322	278	767	505	912	550	3,334
Vacancy Rate	9.1%	4.4%	9.9%	5.0%	5.7%	5.2%	6.2%
PERCENTAGES							
Housing Type							
Single-Family Detached	48.8%	64.8%	34.6%	71.9%	70.6%	64.0%	62.3%
Single-Family Attached	6.4%	8.6%	5.4%	5.8%	2.3%	4.5%	4.8%
2-4 Unit Structure	37.6%	10.6%	19.2%	4.2%	17.0%	8.8%	13.9%
5-9 Unit Structure	3.4%	8.8%	13.9%	7.4%	3.4%	10.5%	7.6%
10+ Unit Structure	3.5%	7.0%	26.7%	10.7%	6.4%	11.5%	11.0%
Mobile Home/Other	0.3%	0.2%	0.1%	0.0%	0.3%	0.8%	0.3%
Year Structure Built							
Since 2010	5.6%	10.0%	12.8%	0.4%	0.5%	3.8%	4.3%
2000-2009	6.2%	13.7%	7.3%	7.5%	1.1%	4.6%	5.7%
1980-1999	13.1%	40.2%	27.5%	36.5%	4.7%	18.0%	21.2%
1960-1979	58.5%	23.9%	38.7%	46.7%	23.5%	38.4%	35.2%
1960 or Earlier	16.5%	12.2%	13.6%	8.9%	70.2%	35.3%	33.6%
Housing Value (Owner Occupied)							
Under $150,000	27.4%	18.1%	35.6%	10.6%	41.8%	17.5%	25.5%
$150,000-199,999	42.2%	16.3%	31.9%	11.6%	30.6%	23.0%	23.6%
$200,000-299,999	21.9%	32.2%	25.5%	41.3%	17.6%	42.6%	30.7%
$300,000-499,999	7.0%	27.4%	5.4%	30.4%	7.1%	12.4%	16.0%
$500,000 or More	1.5%	6.0%	1.6%	6.1%	2.9%	4.5%	4.1%
Gross Rent (Renter Occupied)							
Under $1,000	34.9%	25.2%	45.1%	17.4%	56.3%	30.3%	39.9%
$1,000-1,499	47.4%	29.7%	45.5%	25.3%	32.1%	45.5%	38.7%
$1,500-1,999	12.8%	34.1%	4.4%	18.7%	9.2%	16.8%	12.9%
$2,000-2,499	4.9%	8.2%	1.0%	12.9%	1.8%	3.4%	3.8%
$2,500 or More	0.0%	2.7%	4.0%	25.8%	0.7%	4.1%	4.6%

Source: American Community Survey

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST

Table B-2

Amherst Households by Type

	2010-14 Five-Year Averages							2015-19 Five-Year Averages						
	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Town Total	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Town Total
Total Households	3,191	5,557	6,648	9,208	14,606	9,964	49,174	3,210	6,070	7,017	9,526	15,046	9,973	50,842
Household With Children Under 18	1,159	1,858	1,038	2,653	3,732	2,296	12,736	881	1,946	975	2,726	3,834	2,463	12,825
Person Living Alone	682	1,450	2,719	2,141	4,939	3,438	15,369	705	1,694	2,795	2,627	4,939	3,584	16,344
Other Households	1,350	2,249	2,891	4,414	5,935	4,230	21,069	1,624	2,430	3,247	4,173	6,273	3,926	21,673
Households with One or More Person Under 18	1,242	1,900	1,112	2,750	4,027	2,362	13,393	1,016	2,003	1,066	2,881	4,095	2,529	13,590
Households with One or More Person 65 or Older	729	1,390	2,132	3,688	4,486	3,785	16,210	957	1,990	2,548	4,273	4,344	3,983	18,095
Average Household Size	2.65	2.58	2.19	2.51	2.25	2.19	2.34	2.59	2.45	2.06	2.44	2.27	2.23	2.31
PERCENTAGES														
Household With Children Under 18	36.3%	33.4%	15.6%	28.8%	25.6%	23.0%	**25.9%**	27.4%	32.1%	13.9%	28.6%	25.5%	24.7%	**25.2%**
Person Living Alone	21.4%	26.1%	40.9%	23.3%	33.8%	34.5%	**31.3%**	22.0%	27.9%	39.8%	27.6%	32.8%	35.9%	**32.1%**
Other Households	42.3%	40.5%	43.5%	47.9%	40.6%	42.5%	**42.8%**	50.6%	40.0%	46.3%	43.8%	41.7%	39.4%	**42.6%**
Households with One or More Person Under 18	38.9%	34.2%	16.7%	29.9%	27.6%	23.7%	**27.2%**	31.7%	33.0%	15.2%	30.2%	27.2%	25.4%	**26.7%**
Households with One or More Person 65 or Older	22.8%	25.0%	32.1%	40.1%	30.7%	38.0%	**33.0%**	29.8%	32.8%	36.3%	44.9%	28.9%	39.9%	**35.6%**

Source: American Community Survey, 5-Year Averages

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

Table B-3

Housing Tenure & Household Income, 2015-2019 5-Year Averages

	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Town Total
Owner Occupied							
Under $25K	6.6%	6.9%	10.7%	7.5%	9.2%	8.5%	8.4%
$25-50K	11.0%	10.2%	22.4%	10.0%	13.7%	14.2%	13.1%
$50-75K	20.7%	13.2%	19.2%	10.3%	19.5%	13.5%	15.5%
$75-100K	18.4%	11.5%	12.4%	13.5%	18.3%	13.2%	14.8%
$100K+	43.4%	58.2%	35.2%	58.7%	39.3%	50.6%	48.3%
Median HH Income	$88,320	$121,395	$75,477	$122,649	$87,722	$101,509	$101,781
Renter Occupied							
Under $25K	24.2%	22.0%	52.2%	29.9%	35.9%	27.0%	35.4%
$25-50K	29.3%	27.4%	20.7%	20.1%	23.2%	23.8%	23.3%
$50-75K	33.4%	13.2%	12.2%	19.1%	20.2%	18.4%	18.2%
$75-100K	4.8%	11.5%	7.5%	8.2%	5.9%	12.8%	8.4%
$100K+	8.3%	25.9%	7.4%	22.8%	14.8%	17.9%	14.7%
Median HH Income	$43,145	$57,404	$26,304	$45,700	$40,968	$52,020	$41,604
Owner Occupied Profile	**1,939**	**4,682**	**3,125**	**8,156**	**10,804**	**6,829**	**35,535**
Under $25K	128	324	334	609	993	580	2,968
$25-50K	213	478	700	815	1,481	971	4,658
$50-75K	401	618	601	844	2,110	923	5,497
$75-100K	356	539	389	1,097	1,974	900	5,255
$100K+	841	2,723	1,101	4,791	4,246	3,455	17,157
Renter Occupied Profile	**1,271**	**1,388**	**3,892**	**1,370**	**4,242**	**3,144**	**15,307**
Under $25K	308	305	2,030	409	1,522	848	5,422
$25-50K	373	380	807	275	983	749	3,567
$50-75K	424	183	476	261	858	580	2,782
$75-100K	61	160	291	112	252	403	1,279
$100K+	105	360	288	313	627	564	2,257

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

Table B-3, continued

Town Totals	**3,210**	**6,070**	**7,017**	**9,526**	**15,046**	**9,973**	**50,842**
Under $25K	436	629	2,364	1,018	2,515	1,428	8,390
$25-50K	586	858	1,507	1,090	2,464	1,720	8,225
$50-75K	825	801	1,077	1,105	2,968	1,503	8,279
$75-100K	417	699	680	1,209	2,226	1,303	6,534
$100K+	946	3,083	1,389	5,104	4,873	4,019	19,414

Source: American Community Survey

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

Table B-4

Age and Tenure of Householder, 2015-19 5-Year Averages

	PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	Town Total
Age of Householder as Share of Total							
Under 35 years	21.3%	10.2%	31.2%	6.6%	22.0%	10.7%	16.7%
35 to 44 years	20.0%	16.6%	9.6%	13.4%	13.9%	16.8%	14.5%
45 to 54 years	17.8%	21.5%	9.6%	18.9%	18.2%	18.0%	17.5%
55 to 64 years	15.7%	21.3%	14.6%	18.8%	18.3%	17.4%	17.9%
65 to 74 years	14.9%	17.4%	16.0%	20.2%	14.9%	18.1%	17.0%
75 to 84 years	5.4%	8.7%	8.4%	11.3%	7.6%	10.9%	9.0%
85 years and over	5.0%	4.3%	10.7%	10.8%	5.1%	8.1%	7.4%
Homeowner Share by Age of Householder							
Under 35 years	42.0%	53.7%	19.3%	64.5%	41.4%	36.6%	37.8%
35 to 44 years	47.6%	83.1%	66.4%	89.9%	79.6%	66.7%	74.9%
45 to 54 years	61.6%	86.4%	58.6%	96.1%	75.1%	74.8%	78.8%
55 to 64 years	68.4%	81.8%	60.6%	95.7%	85.1%	82.0%	82.5%
65 to 74 years	88.5%	76.9%	59.5%	96.8%	85.5%	79.6%	82.5%
75 to 84 years	69.2%	71.2%	48.4%	83.3%	85.1%	60.0%	71.8%
85 years and over	67.1%	52.7%	38.7%	38.8%	62.5%	57.7%	49.7%
Overall	**60.4%**	**77.1%**	**44.5%**	**85.6%**	**71.8%**	**68.5%**	**69.9%**
Year Householder Moved In, Owners							
Moved in 2017 or later	2.7%	5.0%	7.6%	3.3%	4.5%	4.4%	4.4%
Moved in 2015 to 2016	9.1%	7.8%	5.7%	7.8%	8.4%	5.9%	7.5%
Moved in 2010 to 2014	25.3%	20.0%	23.1%	20.5%	15.0%	19.0%	19.0%
Moved in 2000 to 2009	23.2%	23.5%	22.2%	27.1%	31.9%	31.4%	28.3%
Moved in 1990 to 1999	13.8%	25.8%	19.1%	20.3%	18.2%	17.8%	19.5%
Moved in 1989 or earlier	25.9%	17.9%	22.3%	20.8%	22.0%	21.5%	21.3%

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

Table B-4, continued

Year Householder Moved In, Renters							
Moved in 2017 or later	12.4%	18.9%	22.8%	25.6%	18.4%	24.6%	21.0%
Moved in 2015 to 2016	31.2%	21.1%	34.2%	25.5%	26.7%	23.4%	27.7%
Moved in 2010 to 2014	21.9%	45.9%	30.5%	24.7%	37.4%	38.4%	34.2%
Moved in 2000 to 2009	29.2%	9.5%	5.9%	18.2%	9.6%	9.4%	11.0%
Moved in 1990 to 1999	3.1%	3.0%	5.2%	5.9%	4.8%	2.4%	4.2%
Moved in 1989 or earlier	2.1%	1.6%	1.3%	0.0%	3.0%	1.9%	1.9%

Source: American Community Survey

Table B-5

Housing Permit Data for Town of Amherst & Village of Williamsville

	2015	2016	2017	2018	2019	2020	6-Yr Avg
Single-Family Detached	113	76	66	83	76	148	94
Single-Family Attached	49	58	4	35	114	8	45
Multi-Family	525	201	374	100	12	164	229
TOTAL	**687**	**335**	**444**	**218**	**202**	**320**	**368**

Source: Town of Amherst Building Department

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST

Table B-6

Expected Household Growth in Amherst, 2015-2050

Est. New Households per Job	0.60	
Amherst Capture of New HHs	15%	

	Metro Area Totals				Amherst	Est. Owner Tenure		Est. Renter Tenure	
	2015	2050	Net Change	New HHs	New HHs	Share	Count	Share	Count
Manufacturing	52,585	39,621	(12,964)	0	0	80%	0	20%	0
Wholesale Trade, Warehousing & Transportation	42,442	51,124	8,682	5,209	781	74%	577	26%	204
Retail & Hospitality	75,037	77,914	2,877	1,726	259	59%	152	41%	107
Office-Using Sectors	168,317	213,587	45,270	27,162	4,074	79%	3,204	21%	870
Health, Education & Government	194,106	213,587	19,481	11,689	1,753	66%	1,157	34%	596
Service Sectors	99,864	128,568	28,704	17,222	2,583	68%	1,765	32%	818
Total	**632,351**	**724,401**	**92,050**	**63,008**	**9,451**	**73%**	**6,856**	**27%**	**2,595**

PROJECTED OWNER-OCCUPIED DEMAND BY PRICE RANGE

	Under $200K	$200-300K	$300-400K	Over $400K	Total
Shares	Affordable	Moderate	Upper	High	
Manufacturing	0%	100%	0%	0%	
Wholesale Trade, Warehousing & Transportation	0%	46%	51%	3%	
Retail & Hospitality	92%	8%	0%	0%	
Office-Using Sectors	25%	7%	57%	12%	
Health, Education & Government	15%	64%	0%	21%	
Service Sectors	51%	49%	0%	0%	
Est. Demand					
Manufacturing	0	0	0	0	0
Wholesale Trade, Warehousing & Transportation	0	263	296	19	578
Retail & Hospitality	140	12	0	0	152
Office-Using Sectors	791	211	1,811	392	3,205
Health, Education & Government	173	738	0	246	1,157
Service Sectors	905	860	0	0	1,765
Total Owner-Occupied Demand	**2,009**	**2,084**	**2,107**	**657**	**6,857**
Total Shares	*29%*	*30%*	*31%*	*10%*	*100%*
Annual Demand	**57**	**60**	**60**	**19**	**196**

PROJECTED RENTER-OCCUPIED DEMAND BY PRICE RANGE

	Under $1,250	$1,250-1,499	$1,500-1,999	Over $2,000	Total
Shares	Affordable	Moderate	Upper	High	
Manufacturing	0%	0%	0%	100%	
Wholesale Trade, Warehousing & Transportation	0%	0%	46%	54%	
Retail & Hospitality	92%	0%	0%	8%	
Office-Using Sectors	0%	25%	7%	69%	
Health, Education & Government	0%	15%	64%	21%	
Service Sectors	50%	1%	0%	49%	
Est. Demand					
Manufacturing	0	0	0	0	0
Wholesale Trade, Warehousing & Transportation	0	0	93	111	204
Retail & Hospitality	99	0	0	8	107
Office-Using Sectors	0	215	57	598	870
Health, Education & Government	0	89	380	127	596
Service Sectors	408	12	0	399	819
Total Owner-Occupied Demand	**507**	**316**	**530**	**1,243**	**2,596**
Total Shares	*20%*	*12%*	*20%*	*48%*	*100%*
Annual Demand	**14**	**9**	**15**	**36**	**74**

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX B:
HOUSING ASSESSMENT & DEMAND FORECAST

Table B-6, continued

SUMMARY OF ANNUAL DEMAND					
	Affordable	Moderate	Upper	High	Total
Owner	57	60	60	19	196
Renter	14	9	15	36	74
Total Annual Demand	**71**	**69**	**75**	**55**	**270**
Shares					
Owner	29%	31%	31%	10%	100%
Renter	19%	12%	20%	49%	100%
Total Annual Demand	**26%**	**26%**	**28%**	**20%**	**100%**

Source: The Versel Group; based on data from GBNRTC and Bureau of Labor Statistics

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery

APPENDIX C:
HEALTHCARE & LIFE SCIENCE CLUSTER PROFILE

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

INTRODUCTION

Western New York has emerged as a major center of the Biomedical & Healthcare sector. As of 2019, there were more than 83,000 jobs in the Buffalo Metropolitan Statistical Area (MSA) in the Health Care & Life Sciences industries, representing 16 percent of all jobs in the region. Amherst is one of the region's leading centers for this industry, as it is home to Kaleida Health's Millard Fillmore Suburban Hospital, many of the region's top private practice specialists, and the University at Buffalo's Jacobs School of Medicine and Biomedical Sciences is located on UB's South Campus, just outside the Town.

This Appendix summarizes the current status of to the Healthcare and Life Science sectors in Western New York. Research conducted for this Appendix includes employment by industry, occupational employment, supply chain/purchasing trends, and workforce training issues.

LIFE SCIENCES & HEALTH CARE EMPLOYMENT HIGHLIGHTS

83,081
Employed in Health Care & Life Sciences
Buffalo Metro Area

16%
of Total Employment
Buffalo Metro Area

9,593
Employed in R&D, Mfg. & Distribution
Buffalo Metro Area

73,488
Employed in Health Care Services
Buffalo Metro Area

1,645
5-Year Employment Growth
Combined Health Care & Life Sciences

2%
5-Year % Employment Growth
Combined Health Care & Life Sciences

- This cluster was divided into two major subsectors: **Life Sciences** and **Health Care.** The Life Sciences subsector is comprised of R&D, manufacturing, wholesale/distribution functions (see Table 1 for details). The Health Care subsector is made up of those groups providing services –

mostly to a local or regional audience (see Table 2 for details). All figures represent Buffalo Metro (MSA) which includes Erie and Niagra Counties in New York.

- Buffalo Metro lost employment (-600 jobs in five years) and is projected to continue this trend in the **Life Science** subsector. (Figure 1)
  - *The US has experienced growth and is forecast to grow very moderately in employment*
- Buffalo Metro grew moderately (3.2% in five years) with the **Health Care** subsector and has a slow forecast for increasing employment 5 and 10 years out. The projection is closely linked to population decline which is the general consumer of these health care services.
  - *The US has and will have much higher growth levels in Health Care*
- Buffalo Metro (MSA) lost employment and is projected to continue this trend in the **Life Science** subsector.
  - *The US has experienced growth and is forecast to grow very moderately in employment*
- The largest employment category in the **Life Science** subsector is R&D in Life Sciences/Other at 3,953 employed in 2020. This sector encompasses experimentation in a variety of subject areas. The second-largest category in this group is Pharmaceutical Preparation Manufacturing (+1,199 jobs).
- The largest employment category in the **Health Care** subsector is General Medical and Surgical Hospitals with 20,770 employed in 2020. The next largest categories are Physicians (+11,201 jobs) and Nursing Care Facilities (+8,302 jobs).

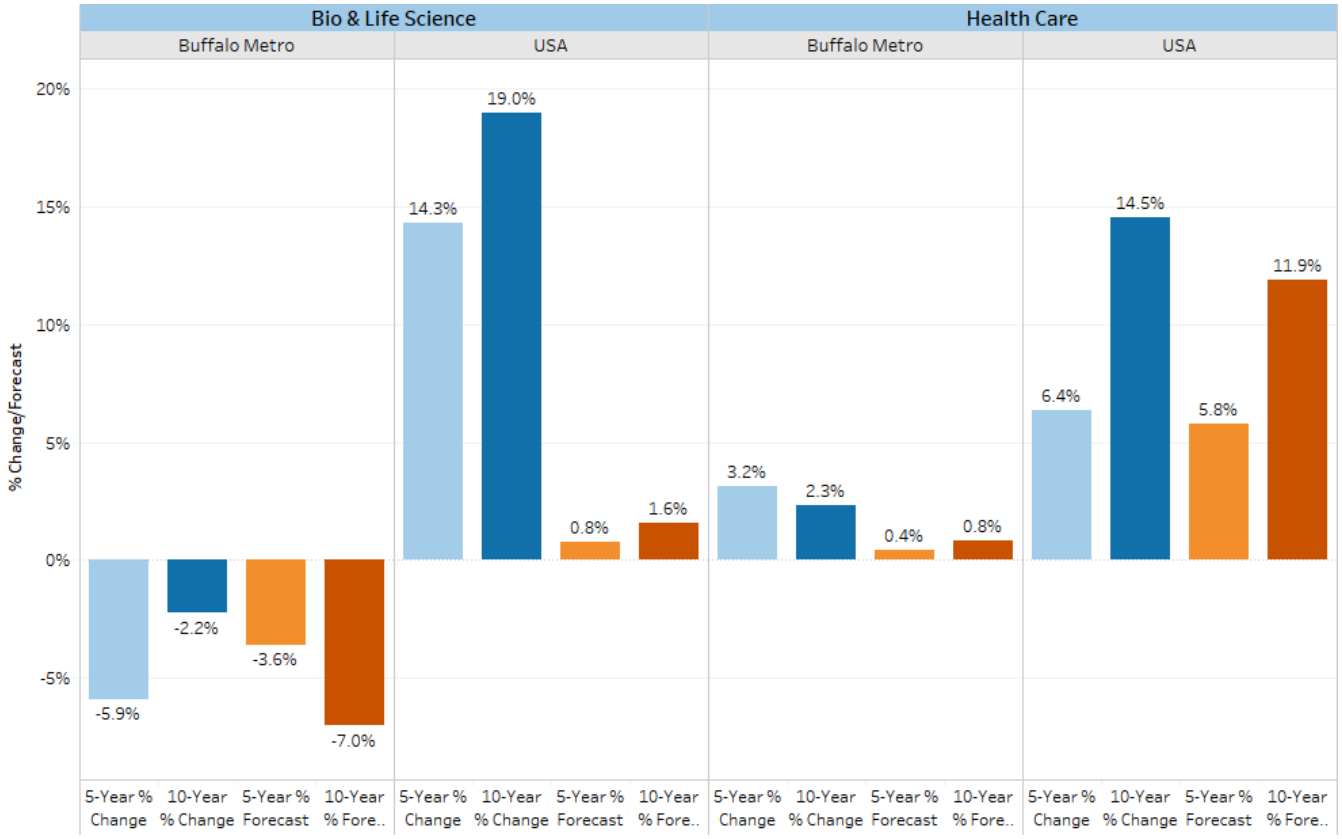
Detailed Employment Sector Trends

- Detailed sectors that had the most job gains are *Home Health Care Service, Outpatient Mental Health and Substance Abuse Centers, Residential Disability Facilities,* and *General Medical and Surgical Hospitals* (Figure 6).
- Detailed sectors with the highest job losses were *Nursing Care Facilities, Drug Wholesalers (and Druggists' Sundries)*, *Surgical Appliance and Supplies Manufacturing*, and *Offices of Dentists*.
- Industry sectors under Life Sciences with high Location Quotient (LQ) include *Biological Product Manufacturing* (5.9 LQ), *In-Vitro Diagnostic Substance Manufacturing* (2.9 LQ), *Dental Laboratories* (2.6 LQ), and *R&D Life Sciences/Other* (2.4 LQ).
- Industry sectors under Health Care with high Location Quotient (LQ) include *Residential Disability Facilities* (3.4 LQ), *Psychiatric and Substance Abuse Hospitals* (2.4 LQ), and *Other Residential Care Facilities* (2.4 LQ).
- Shift-Share Analysis showed that although several detailed sectors may be growing overall, however, the Local Competitiveness factor is only seen in a few. These are *Pharmaceutical Manufacturing* (71% of growth is from Local Competitiveness) and *Professional and Commercial Equipment Wholesalers* (44%). Two additional sectors experienced job loss but had a high local

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

competitiveness level: *Drugs and Druggists' Sundries Wholesalers* (79%) and *Medical Equipment and Supplies Manufacturing* (82%).

Figure 1 Trends & Forecasts: Employment in Life Sciences & Health Care



Source: JobsEQ, 2020 4Qtr Average ending Q3 2020

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 2 Trends & Forecasts: Employment in Life Sciences Subsector

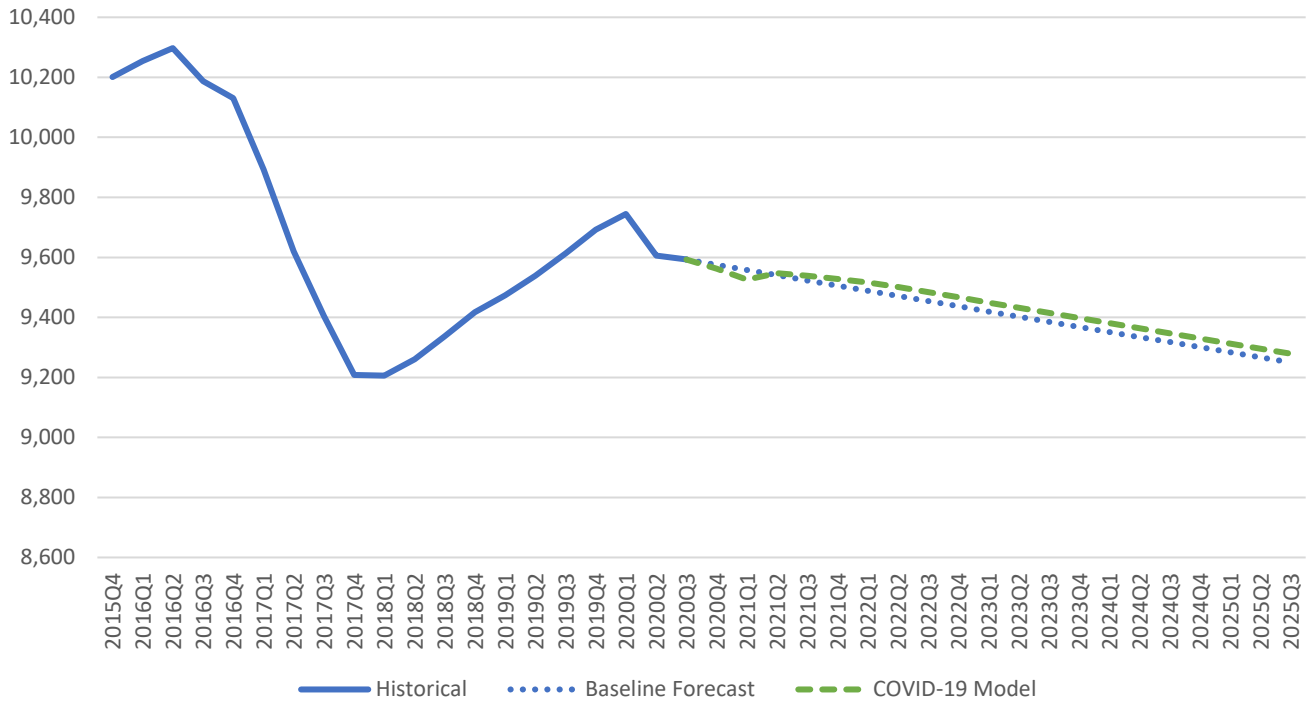
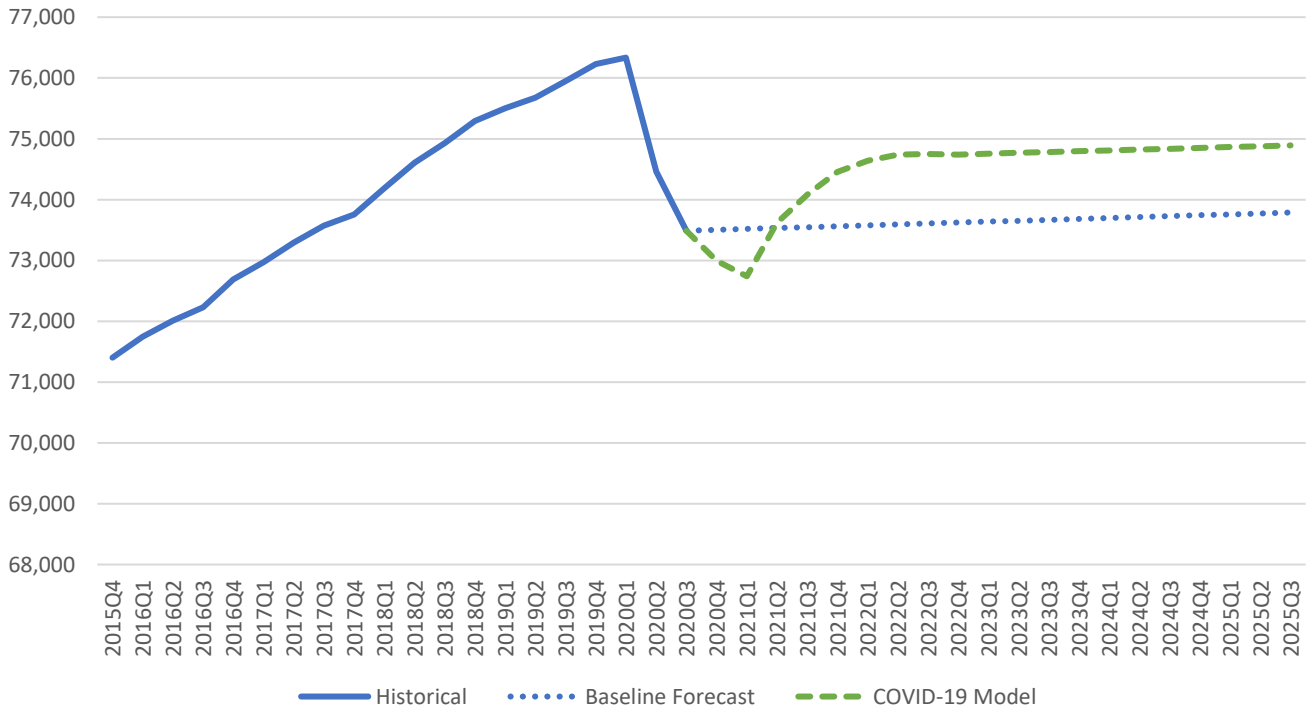


Figure 3 Trends & Forecasts: Employment in Health Care Subsector



Source: JobsEQ, 2020 COVID-19 Event Model (Accessed April 2021)

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

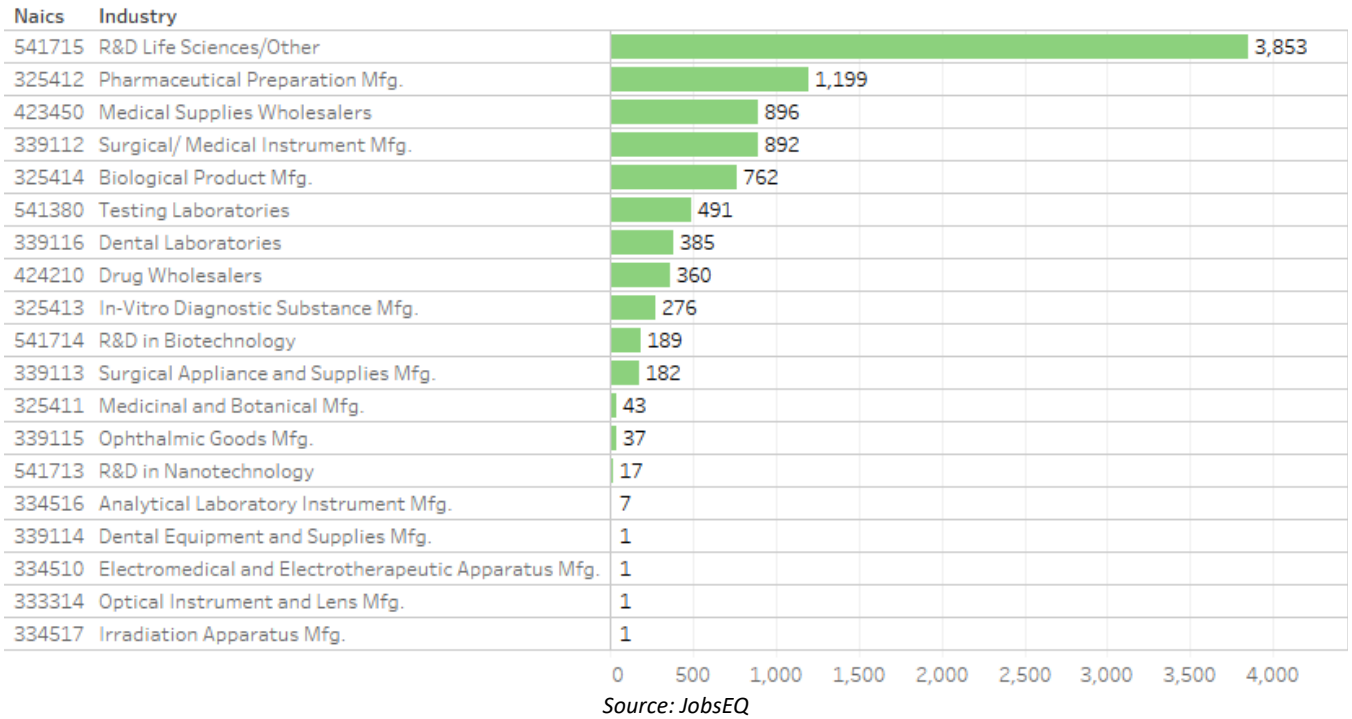
APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Table 1 Detailed Trends: Employment in Life Sciences Subsector

High Percentage Change Highlighted

Naics	Industry	2020 Employment	5-Year Change	10-Year Change	5-Year Change %	10-Year Change %
325411	Medicinal and Botanical Mfg.	**43.0**	43	43	n/a	n/a
325412	Pharmaceutical Preparation Mfg.	1,199.0	44	(100)	3.8%	(7.7%)
325413	In-Vitro Diagnostic Substance Mfg.	276.0	(102)	276	(27.0%)	n/a
325414	Biological Product Mfg.	762.0	553	412	265.1%	117.6%
333314	Optical Instrument and Lens Mfg.	1.0	0	(46)	(22.4%)	(98.8%)
334510	Electromedical and Electrotherapeutic Apparatus Mfg.	1.0	(4)	(31)	(79.0%)	(97.0%)
334516	Analytical Laboratory Instrument Mfg.	7.0	0	(12)	0.9%	(62.8%)
334517	Irradiation Apparatus Mfg.	1.0	0	(35)	156.7%	(98.5%)
339112	Surgical/ Medical Instrument Mfg.	892.0	(173)	27	(16.3%)	3.2%
339113	Surgical Appliance and Supplies Mfg.	182.0	(483)	(537)	(72.7%)	(74.7%)
339114	Dental Equipment and Supplies Mfg.	1.0	0	(33)	(22.1%)	(97.1%)
339115	Ophthalmic Goods Mfg.	37.0	(3)	(4)	(7.5%)	(10.1%)
339116	Dental Laboratories	385.0	(90)	(78)	(19.0%)	(16.9%)
423450	Medical Supplies Wholesalers	896.0	(21)	(165)	(2.3%)	(15.6%)
424210	Drug Wholesalers	360.0	(548)	(552)	(60.3%)	(60.5%)
541380	Testing Laboratories	491.0	(98)	147	(16.6%)	42.7%
541713	R&D in Nanotechnology	17.0	(139)	(131)	(89.2%)	(88.7%)
541714	R&D in Biotechnology	189.0	151	167	401.8%	775.4%
541715	R&D Life Sciences/Other	3,853.0	270	437	7.5%	12.8%
	Subtotal Life Science	**9,593.0**	**(600)**	**(218)**	**(5.9%)**	**(2.2%)**

Figure 4 Detailed Employment in Life Sciences Subsector, 2020



Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Table 2 Detailed Trends: Employment in Health Care

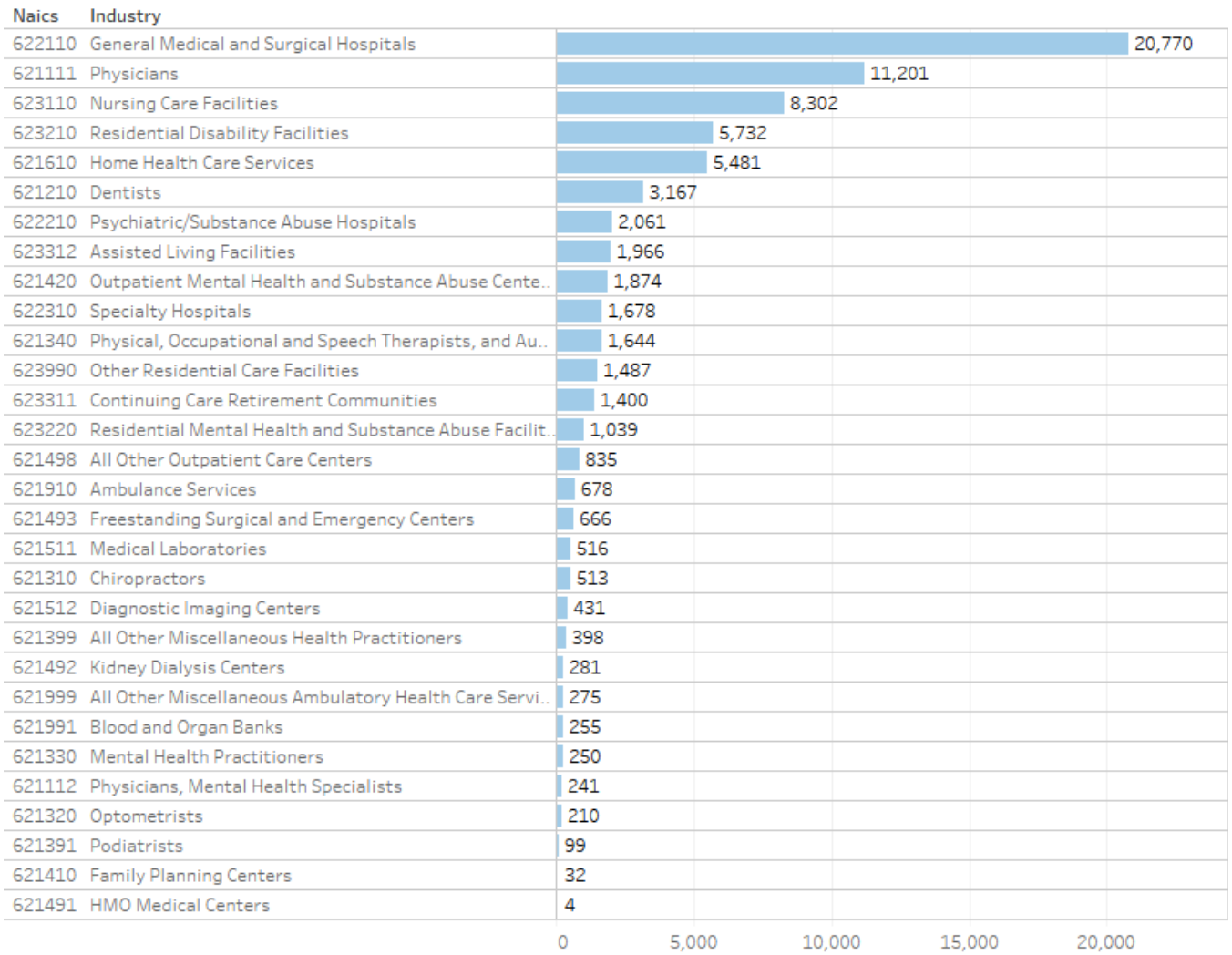
Naics	Industry	2020 Employment	5-Year Change	10-Year Change	5-Year Change %	10-Year Change %
621111	Physicians	**11,201**	281	584	2.6%	5.5%
621112	Physicians, Mental Health Specialists	241	(19)	14	(7.3%)	6.2%
621210	Dentists	3,167	(407)	(389)	(11.4%)	(10.9%)
621310	Chiropractors	513	(6)	64	(1.1%)	14.3%
621320	Optometrists	210	25	53	13.6%	33.9%
621330	Mental Health Practitioners	250	34	64	15.7%	34.7%
621340	Physical, Occupational and Speech Therapists, and Audiologists	1,644	38	96	2.4%	6.2%
621391	Podiatrists	99	(77)	(103)	(43.8%)	(50.8%)
621399	All Other Miscellaneous Health Practitioners	398	(159)	57	(28.6%)	16.6%
621410	Family Planning Centers	32	10	(11)	44.4%	(25.0%)
621420	Outpatient Mental Health and Substance Abuse Centers	1,874	625	778	50.0%	71.0%
621491	HMO Medical Centers	4	3	(18)	296.6%	(81.2%)
621492	Kidney Dialysis Centers	281	(18)	104	(6.1%)	59.0%
621493	Freestanding Surgical and Emergency Centers	666	(152)	123	(18.6%)	22.6%
621498	All Other Outpatient Care Centers	835	491	490	142.6%	142.2%
621511	Medical Laboratories	516	116	149	29.0%	40.4%
621512	Diagnostic Imaging Centers	431	(29)	(152)	(6.4%)	(26.0%)
621610	Home Health Care Services	5,481	732	985	15.4%	21.9%
621910	Ambulance Services	678	61	(30)	9.9%	(4.2%)
621991	Blood and Organ Banks	255	(37)	(75)	(12.5%)	(22.6%)
621999	All Other Miscellaneous Ambulatory Health Care Services	275	139	131	102.9%	90.7%
622110	General Medical and Surgical Hospitals	20,770	574	197	2.8%	1.0%
622210	Psychiatric/Substance Abuse Hospitals	2,061	270	(75)	15.0%	(3.5%)
622310	Specialty Hospitals	1,678	142	584	9.2%	53.3%
623110	Nursing Care Facilities	8,302	(1,107)	(1,968)	(11.8%)	(19.2%)
623210	Residential Disability Facilities	5,732	582	(142)	11.3%	(2.4%)
623220	Residential Mental Health and Substance Abuse Facilities	1,039	258	(56)	33.0%	(5.1%)
623311	Continuing Care Retirement Communities	1,400	54	457	4.0%	48.4%
623312	Assisted Living Facilities	1,966	68	226	3.6%	13.0%
623990	Other Residential Care Facilities	1,487	(246)	(479)	(14.2%)	(24.4%)
	Subtotal Healthcare	**73,488**	**2,246**	**1,660**	**3.2%**	**2.3%**

Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 5 Detailed Employment in Health Care Subsector, 2020

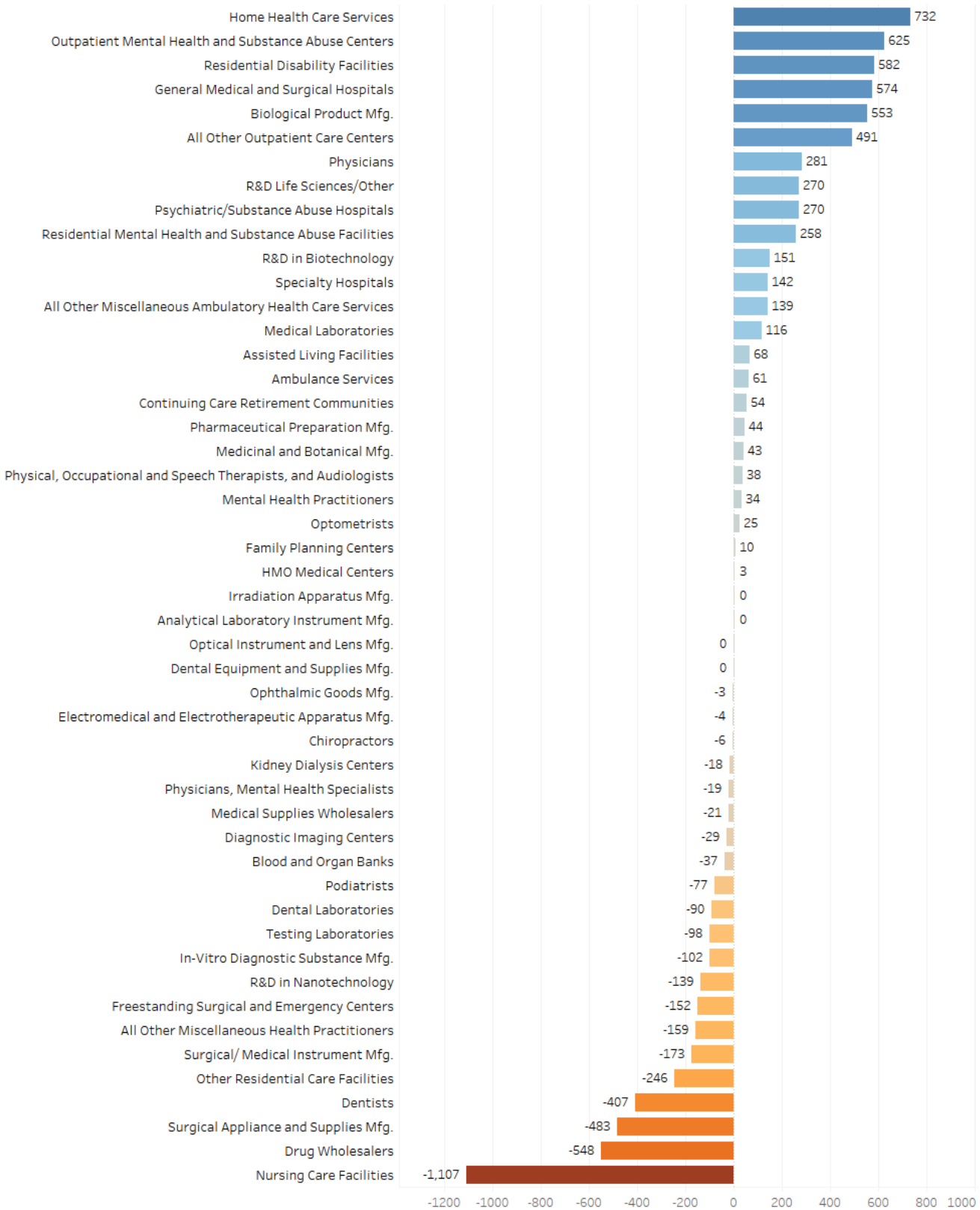


Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 6 Detailed Employment Change (2015-2020)



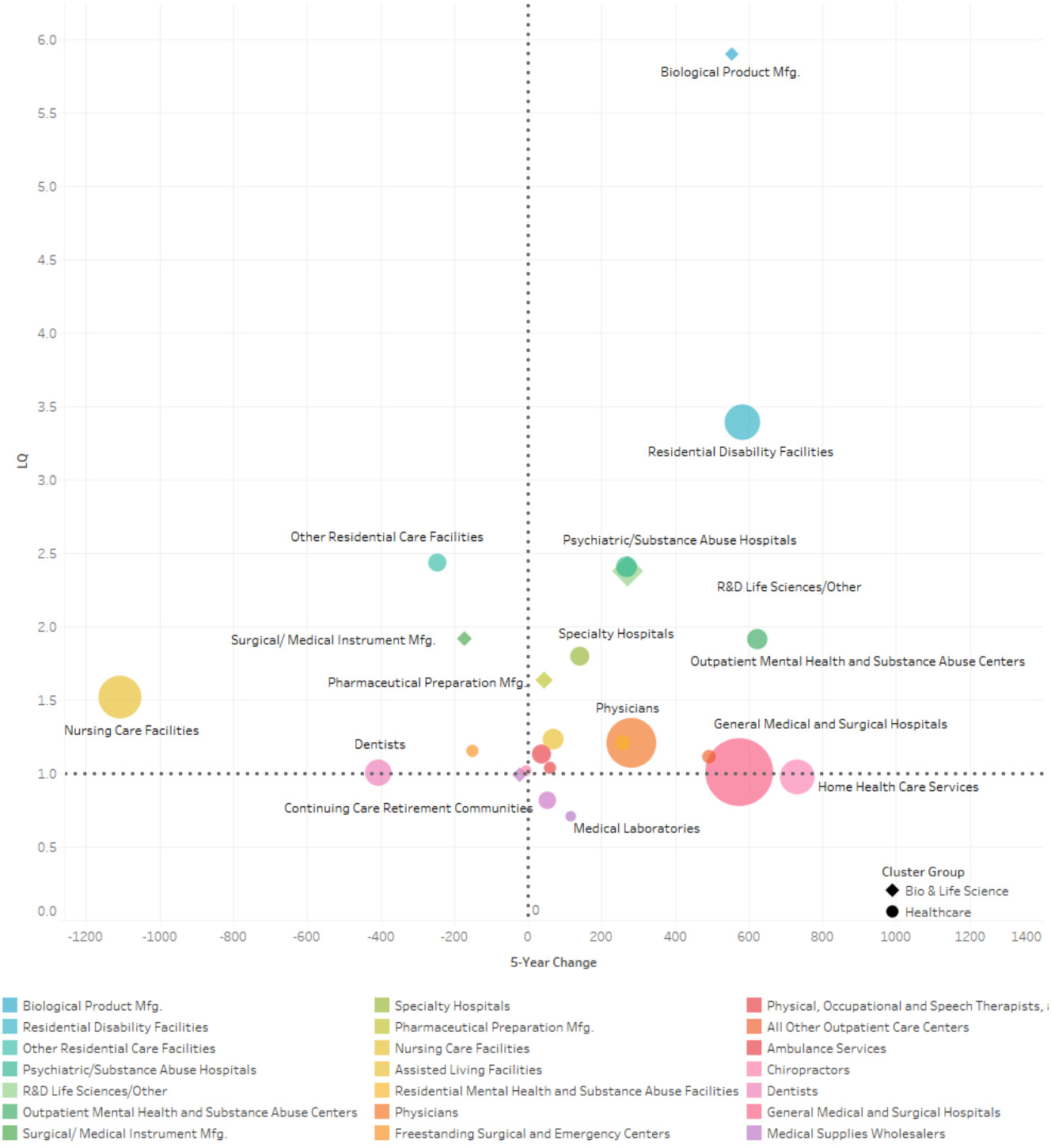
Source: JobsEQ, 2020 4Qtr Average ending Q3 2020

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 7 Detailed Employment: Specialization & Change

Industries employing more than 500 people



Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Table 3 Specialization & Change (Life Sciences)

Ranked by 5-Year Change • LQs more than 1.2 are Highlighted

Industry	2020 Employment	5-Year Change	10-Year Change	LQ	Average Wages
Biological Product Mfg.	762	553	412	**5.9**	$66,300
R&D Life Sciences/Other	3,853	270	437	**2.4**	$58,955
R&D in Biotechnology	189	151	167	0.2	$83,195
Pharmaceutical Preparation Mfg.	1,199	44	(100)	**1.6**	$68,513
Medicinal and Botanical Mfg.	43	43	43	0.4	$64,324
Analytical Laboratory Instrument Mfg.	7	-	(12)	0.1	$56,057
Dental Equipment and Supplies Mfg.	1	-	(33)	0.0	$37,813
Irradiation Apparatus Mfg.	1	-	(35)	0.0	$65,791
Optical Instrument and Lens Mfg.	1	-	(46)	0.0	$49,810
Ophthalmic Goods Mfg.	37	(3)	(4)	0.4	$50,991
Electromedical and Electrotherapeutic Apparatus Mfg.	1	(4)	(31)	0.0	$53,655
Medical Supplies Wholesalers	896	(21)	(165)	1.0	$99,364
Dental Laboratories	385	(90)	(78)	**2.6**	$46,025
Testing Laboratories	491	(98)	147	0.8	$56,431
In-Vitro Diagnostic Substance Mfg.	276	(102)	276	**2.9**	$62,611
R&D in Nanotechnology	17	(139)	(131)	0.2	$31,082
Surgical/ Medical Instrument Mfg.	892	(173)	27	**1.9**	$56,576
Surgical Appliance and Supplies Mfg.	182	(483)	(537)	0.5	$54,921
Drug Wholesalers	360	(548)	(552)	0.4	$98,039

Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Table 4 Specialization & Change (Health Care)

Ranked by 5-Year Change • LQs more than 1.2 are Highlighted

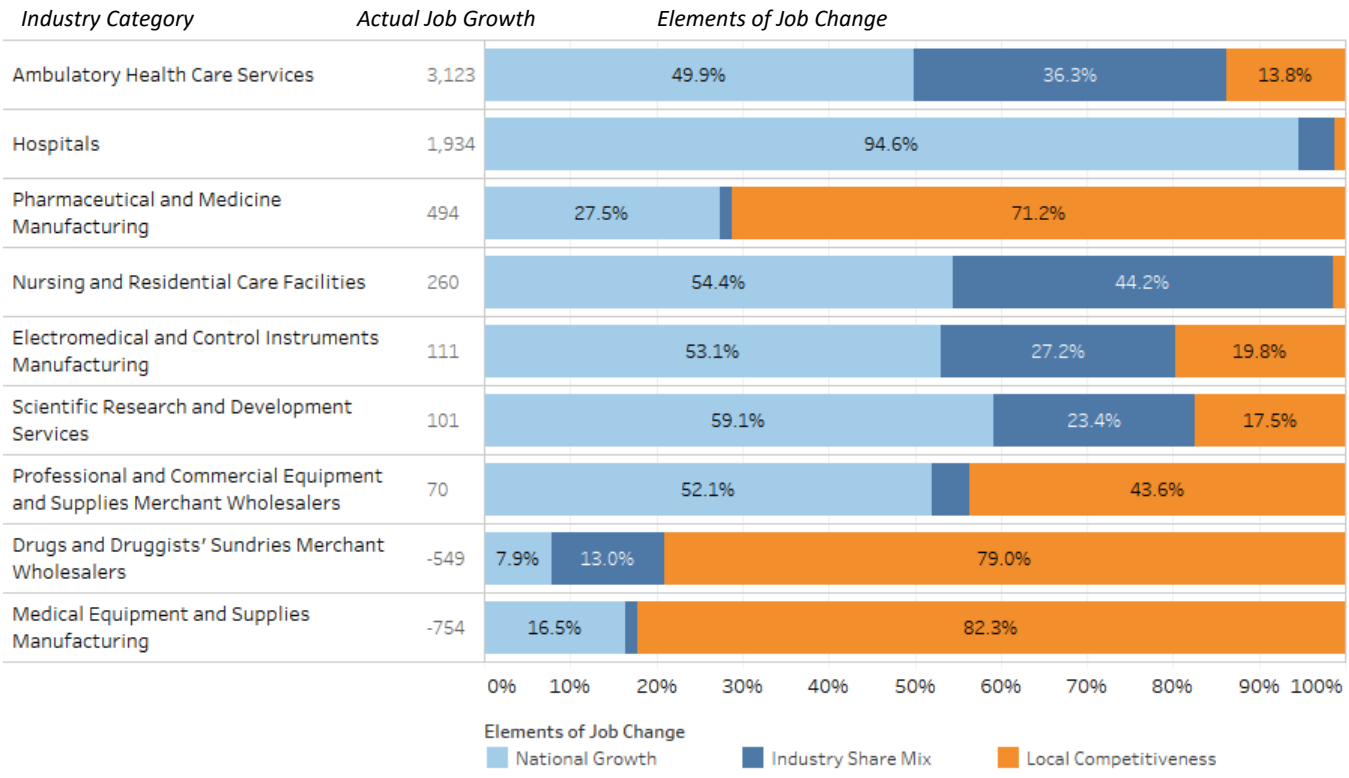
Industry	2020 Employment	5-Year Change	10-Year Change	LQ	Average Wages
Home Health Care Services	5,481	732	985	1.0	$42,369
Outpatient Mental Health and Substance Abuse Centers	1,874	625	778	**1.9**	$49,004
Residential Disability Facilities	5,732	582	(142)	**3.4**	$37,611
General Medical and Surgical Hospitals	20,770	574	197	1.0	$69,285
All Other Outpatient Care Centers	835	491	490	1.1	$64,853
Physicians	11,201	281	584	**1.2**	$85,525
Psychiatric/Substance Abuse Hospitals	2,061	270	(75)	**2.4**	$79,772
Residential Mental Health and Substance Abuse Facilities	1,039	258	(56)	**1.2**	$38,504
Specialty Hospitals	1,678	142	584	**1.8**	$129,599
All Other Miscellaneous Ambulatory Health Care Services	275	139	131	1.0	$45,227
Medical Laboratories	516	116	149	0.7	$52,306
Assisted Living Facilities	1,966	68	226	**1.2**	$29,754
Ambulance Services	678	61	(30)	1.0	$46,462
Continuing Care Retirement Communities	1,400	54	457	0.8	$30,196
Physical, Occupational and Speech Therapists, and Audiologists	1,644	38	96	1.1	$37,354
Mental Health Practitioners	250	34	64	0.4	$62,163
Optometrists	210	25	53	0.4	$44,759
Family Planning Centers	32	10	(11)	0.4	$40,886
HMO Medical Centers	4	3	(18)	0.0	$85,114
Chiropractors	513	(6)	64	1.0	$36,783
Kidney Dialysis Centers	281	(18)	104	0.6	$55,106
Physicians, Mental Health Specialists	241	(19)	14	0.9	$111,527
Diagnostic Imaging Centers	431	(29)	(152)	**1.7**	$70,482
Blood and Organ Banks	255	(37)	(75)	0.9	$52,340
Podiatrists	99	(77)	(103)	0.8	$37,883
Freestanding Surgical and Emergency Centers	666	(152)	123	**1.2**	$45,844
All Other Miscellaneous Health Practitioners	398	(159)	57	0.6	$54,102
Other Residential Care Facilities	1,487	(246)	(479)	**2.4**	$43,202
Dentists	3,167	(407)	(389)	1.0	$48,469
Nursing Care Facilities	8,302	(1,107)	(1,968)	**1.5**	$37,887

Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 8 Shift-Share and Competitiveness of Selected Sectors, 2019



Source: JobsEQ, 4Qtr Average Ending Q4 2019, 5-Year Change

Shift-share analysis is a standard model for regions to used to gauge competitiveness. Used on industry categories, shift-share is an indicator of several factors related to change – in this case to job change in industry sectors related to national and industry growth. The main goal of this exercise is to estimate how much of a region's change can be attributed to unique regional specialization.

Actual Growth: The actual growth noted as a figure in the first column to the right of each industry in Figure 8 is the job change that occurred in the region within the last five years. The illustration breaks out the percentage of growth or decline that can be attributed to the three components listed below.

National Growth: This indicator shows what we can attribute to an overall job change in the national economy as a whole. Sometimes compared to the "rising tide that lifts all boats" analogy, the general health of the entire United States economy is viewed as adding to or dragging down of employment within regional industry sectors.

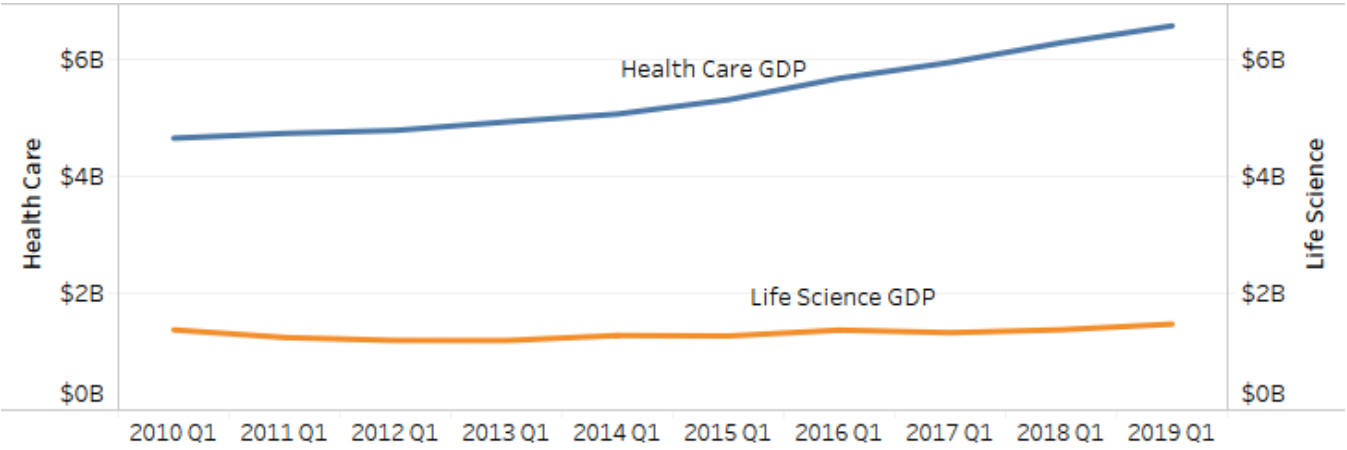
Industry Share Mix: This component assigns job change to employment growth patterns and the industry mix in the region. These are jobs that are estimated to occur based on how the industry is doing nationally and how much of a share the industry has in the region.

Local Competitiveness: The resulting equation that examines actual growth and expected growth due to national and industry trends is the local competitiveness. This speaks to a unique factor in the region that propels the industry to expand or contract. *Pharmaceutical Manufacturing* has actual growth in the past five years of 494 and has a high percentage of local competitiveness. This means that this industry is outperforming the national and industry trend. Two sectors experienced job loss with a high local competitiveness level – meaning that these industries are underperforming compared to national trends.

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

LIFE SCIENCES & HEALTH CARE GDP & SUPPLY CHAIN PURCHASES

Figure 9 Life Sciences & Health Care GRP/GDP, Buffalo Metro



Source: JobsEQ

As of 2020Q3, Life Science firms in the Buffalo Metro are estimated to make $801.2 million in annual purchases from suppliers in the United States with about 44% or $354.9 million of these purchases being made from businesses located in the Buffalo Metro.

Table 5 Life Science Subsector Supply Chain: Top Suppliers

6-digit Supplier Industries	Purchases from In-Region ($M)	Purchases from Out-of-Region ($M)
Corporate, Subsidiary, and Regional Managing Offices	$56.1	$2.8
Biological Product (except Diagnostic) Manufacturing	$43.2	<$0.1
Offices of Lawyers	$15.8	$16.2
Medicinal and Botanical Manufacturing	$10.0	$17.4
Residential Property Managers	$7.5	$16.4
Remaining Supplier Industries	$222.3	$393.5
Total	**$354.9**	**$446.2**

Source: JobsEQ, 2020Q3

As of 2020Q3, Health Care firms in the Buffalo Metro are estimated to make $4.5 billion in annual purchases from suppliers in the United States with about 52% or $2.4 billion of these purchases being made from businesses located in the Buffalo Metro.

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Table 6 Health Care Subsector Supply Chain: Top Suppliers

6-digit Supplier Industries	Purchases from In-Region ($M)	Purchases from Out-of-Region ($M)
Residential Property Managers	$92.6	$131.5
Offices of Real Estate Agents and Brokers	$62.7	$122.5
Direct Property and Casualty Insurance Carriers	$142.5	$19.5
Corporate, Subsidiary, and Regional Managing Offices	$130.1	$2.8
Direct Health and Medical Insurance Carriers	$117.4	$9.7
Remaining Supplier Industries	$1,806.0	$1,865.4
Total	**$2,351.4**	**$2,151.5**

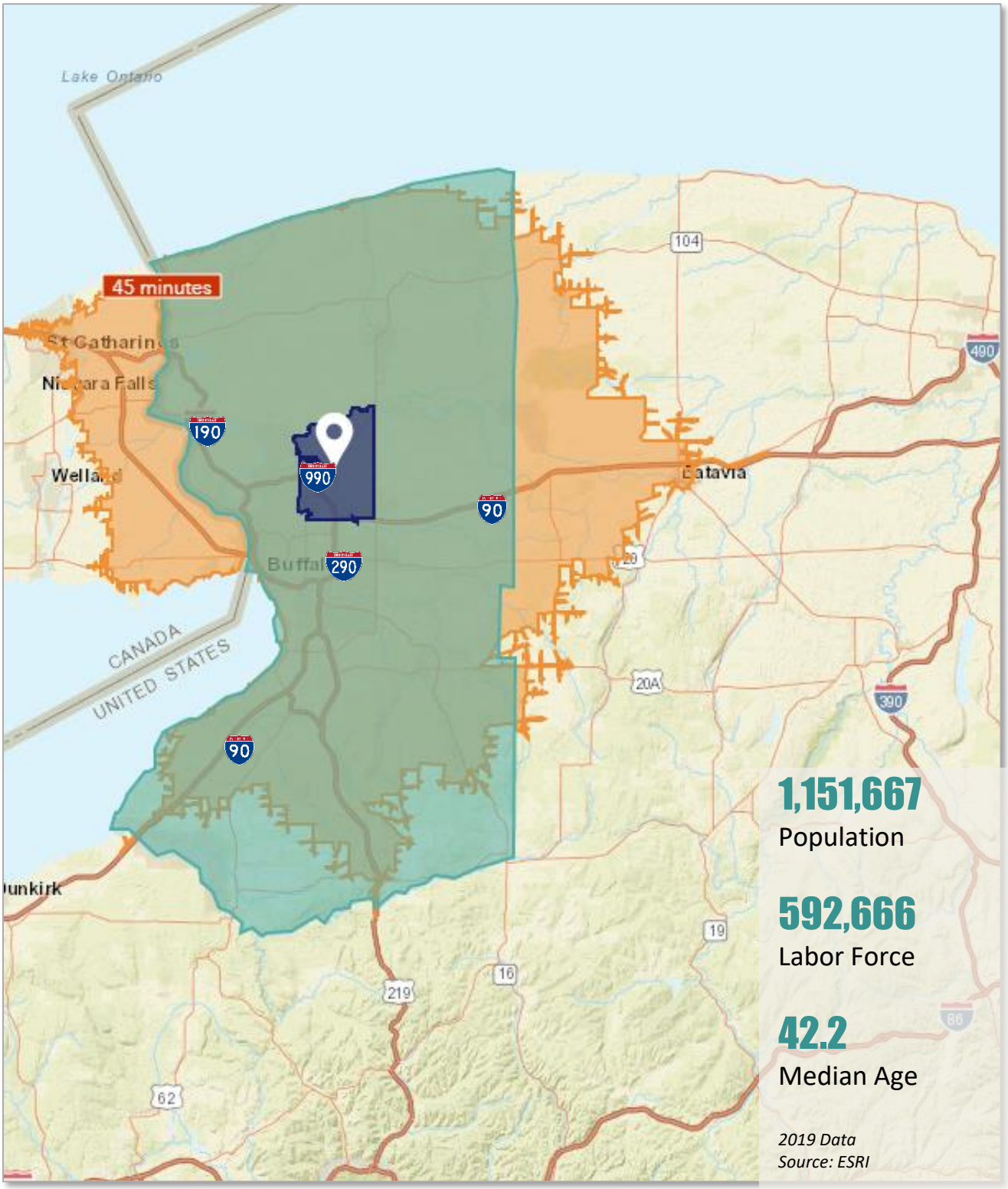
Source: JobsEQ, 2020Q3

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

LABOR DRAW AREA

Figure 10 Amherst, NY 45-Minute Drive Time Analysis



Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

LIFE SCIENCES & HEALTH CARE OCCUPATIONAL HIGHLIGHTS

Figure 11 Life Science Subsector Top Occupation Groups

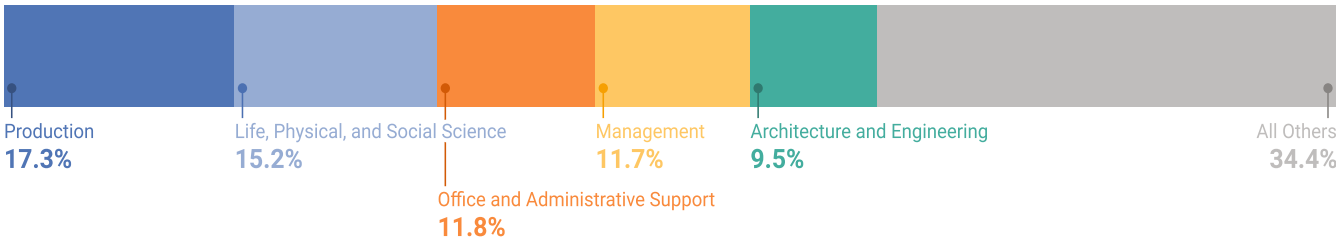


Table 7 Life Science Subsector: Top Occupations within the Industry Cluster

Occupation	2020 Employment	Avg Ann Wages	Annual Demand
Medical Scientists, Except Epidemiologists	372	$89,900	31
Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products	277	$80,800	26
Software Developers, Software Quality Assurance Analysts, and Testers	266	$97,900	20
Inspectors, Testers, Sorters, Samplers, and Weighers	261	$46,800	23
General and Operations Managers	256	$169,800	20
Packaging and Filling Machine Operators and Tenders	239	$37,400	26
Chemists	213	$73,800	18
Executive Secretaries and Executive Administrative Assistants	180	$70,500	13
Biological Technicians	179	$46,500	18
Team Assemblers	177	$34,500	14
Remaining Component Occupations	7,135	$67,400	632
Total	**9,593**		

Table 8 Life Science Subsector Labor Availablity: Occupational Employment in All Industries

Occupation	2020 Employment	5-Year Change	5-Year % Change	Average Wages	5-Year Forecast
Medical Scientists, Except Epidemiologists	652	63	10.7%	$88,700	274
Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products	1,070	(244)	(18.6%)	$80,300	493
Software Developers and Software Quality Assurance Analysts and Testers	4,020	575	16.7%	$90,300	1,663
Inspectors, Testers, Sorters, Samplers, and Weighers	2,133	116	5.8%	$42,300	867
General and Operations Managers	8,712	354	4.2%	$123,100	3,523
Packaging and Filling Machine Operators and Tenders	1,605	96	6.4%	$37,300	819
Chemists	376	9	2.5%	$73,900	159
Executive Secretaries and Executive Administrative Assistants	3,981	(3,095)	(43.7%)	$62,100	1,358
Biological Technicians	357	30	9.2%	$46,200	180
Team Assemblers	3,730	(354)	(8.7%)	$34,000	1,470
Total for Top 15 Occupations in Staffing Pattern	**43,194**	**(3,539)**	**(7.6%)**	**$71,100**	**17,862**

Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 12 Health Care Subsector Top Occupation Groups

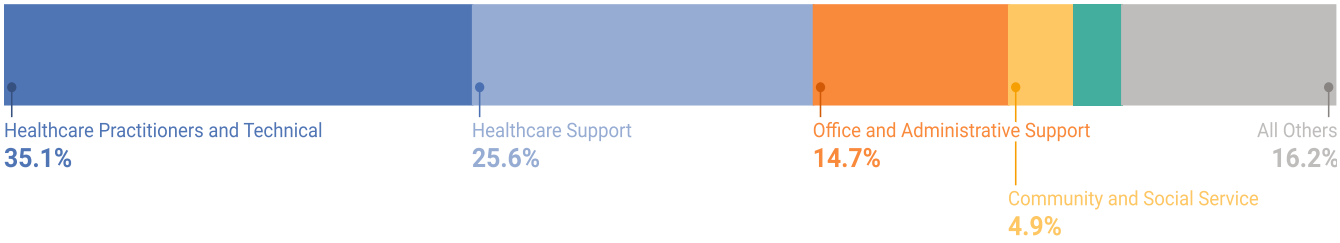


Table 9 Health Care Subsector: Top Occupations within the Industry Cluster

Occupation	2020 Employment	Avg Ann Wages	Annual Demand
Registered Nurses	8,387	$75,900	418
Personal Care Aides	6,377	$27,900	984
Nursing Assistants	4,778	$32,000	500
Receptionists and Information Clerks	2,620	$33,800	351
Licensed Practical and Licensed Vocational Nurses	2,335	$44,400	169
Home Health Aides	2,256	$28,000	285
Physicians, All Other; and Ophthalmologists, Except Pediatric	2,099	$171,300	53
Medical Assistants	1,824	$34,800	223
Office Clerks, General	1,304	$34,300	140
Medical and Health Services Managers	1,216	$119,900	127
Remaining Component Occupations	40,263	$63,200	3,774
Total	**73,488**		

Table 10 Health Care Subsector Labor Availablity: Occupational Employment in <u>All Industries</u>

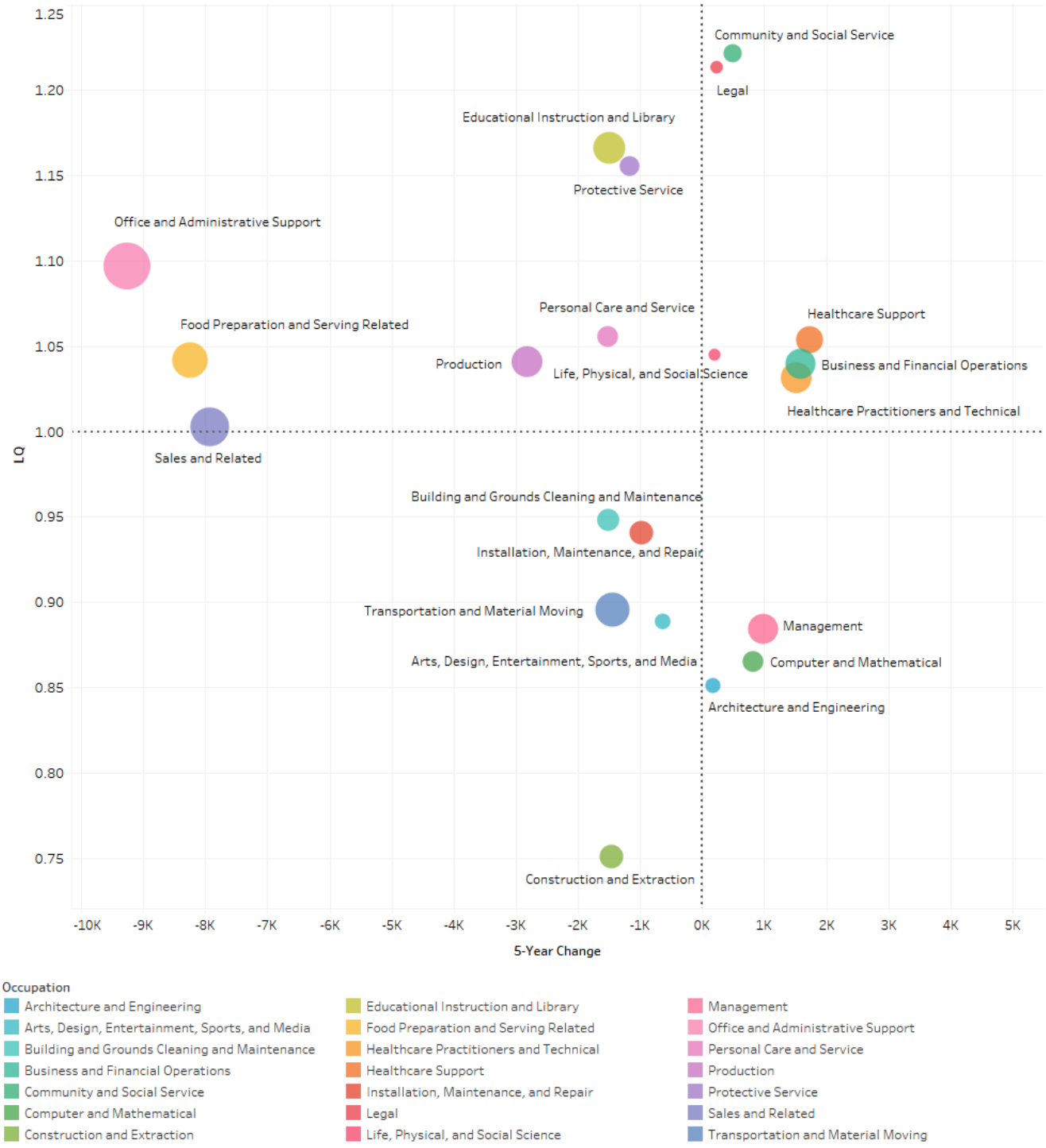
Occupation	2020 Employment	5-Year Change	5-Year % Change	Average Wages	5-Year Forecast
Registered Nurses	9,366	687	7.9%	$76,100	2,360
Personal Care Aides	9,665	2,817	41.1%	$28,200	8,018
Nursing Assistants	5,065	(323)	(6.0%)	$32,000	2,670
Receptionists and Information Clerks	5,044	(469)	(8.5%)	$32,800	3,175
Licensed Practical and Licensed Vocational Nurses	2,551	(257)	(9.2%)	$44,400	932
Home Health Aides	3,362	(878)	(20.7%)	$28,200	2,301
Physicians, All Other; and Ophthalmologists, Except Pediatric	2,320	261	12.7%	$170,900	291
Medical Assistants	1,903	196	11.5%	$34,800	1,166
Office Clerks, General	9,669	(772)	(7.4%)	$34,600	4,776
Medical and Health Services Managers	1,536	196	14.6%	$125,800	808
Total for Top 15 Occupations in Staffing Pattern	**88,837**	**77**	**0.1%**	**$47,200**	**46,123**

Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 13 General Occupation Groups: Specialization & Change



Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Table 11 Occupational Employment, Change, and Specialization, 2020

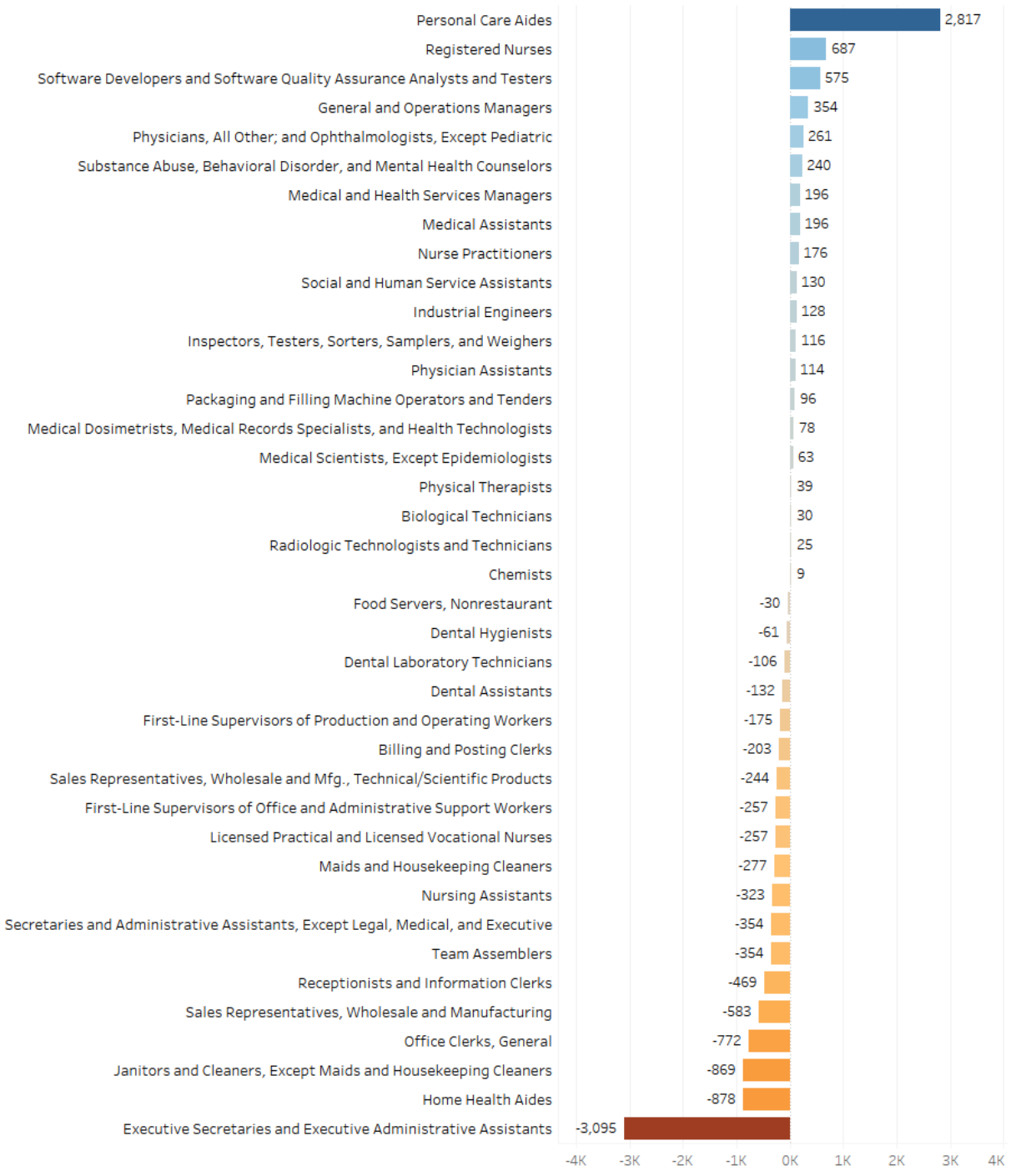
Occupation	2020 Employment	5-Year Change	5-Year Forecast	Average Wages	LQ
Office Clerks, General	9,669	(772)	(660)	$34,600	1.0
Personal Care Aides	9,665	2,817	830	$28,200	1.1
Registered Nurses	9,366	687	(126)	$76,100	0.9
General and Operations Managers	8,712	354	(182)	$123,100	1.1
Secretaries and Administrative Assistants	8,044	(354)	(730)	$39,500	1.1
Supervisors of Office and Administrative Support Workers	6,204	(257)	(371)	$60,700	1.2
Nursing Assistants	5,065	(323)	(103)	$32,000	1.0
Receptionists and Information Clerks	5,044	(469)	(121)	$32,800	1.4
Sales Representatives, Wholesale and Manufacturing	4,688	(583)	(236)	$69,000	1.0
Software Developers and Software Quality Assurance Analysts and Testers	4,020	575	184	$90,300	0.8
Executive Secretaries and Administrative Assistants	3,981	(3,095)	(583)	$62,100	2.1
Team Assemblers	3,730	(354)	(467)	$34,000	1.0
Home Health Aides	3,362	(878)	288	$28,200	1.1
Licensed Practical and Licensed Vocational Nurses	2,551	(257)	(25)	$44,400	1.1
Supervisors of Production and Operating Workers	2,495	(175)	(136)	$68,900	1.2
Physicians, All Other; and Ophthalmologists	2,320	261	(39)	$170,900	1.6
Social and Human Service Assistants	2,162	130	109	$35,200	1.5
Inspectors, Testers, Sorters, Samplers, and Weighers	2,133	116	(294)	$42,300	1.1
Medical Assistants	1,903	196	84	$34,800	0.8
Billing and Posting Clerks	1,891	(203)	(62)	$42,400	1.2
Packaging and Filling Machine Operators and Tenders	1,605	96	(72)	$37,300	1.2
Medical and Health Services Managers	1,536	196	143	$125,800	1.1
Industrial Engineers	1,166	128	(1)	$87,900	1.2
Dental Assistants	1,133	(132)	(16)	$37,900	1.0
Sales Representatives, Wholesale and Mfg., Technical/ Scientific Products	1,070	(244)	(42)	$80,300	1.0
Food Servers, Nonrestaurant	1,001	(30)	(15)	$27,600	1.1
Medical Dosimetrists, Medical Records Specialists, and Health Technologists	920	78	(10)	$48,800	0.8
Physical Therapists	859	39	32	$75,800	1.0
Nurse Practitioners	834	176	148	$103,900	1.2
Physician Assistants	745	114	73	$103,100	1.8
Dental Hygienists	701	(61)	(12)	$56,600	1.0
Medical Scientists, Except Epidemiologists	652	63	(11)	$88,700	1.5
Chemists	376	9	(7)	$73,900	1.3
Biological Technicians	357	30	(5)	$46,200	1.3
Dental Laboratory Technicians	166	(106)	0	$38,900	1.4

Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 14 Detailed Cluster Occupational Job Change (2015-2020)



Source: JobsEQ

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

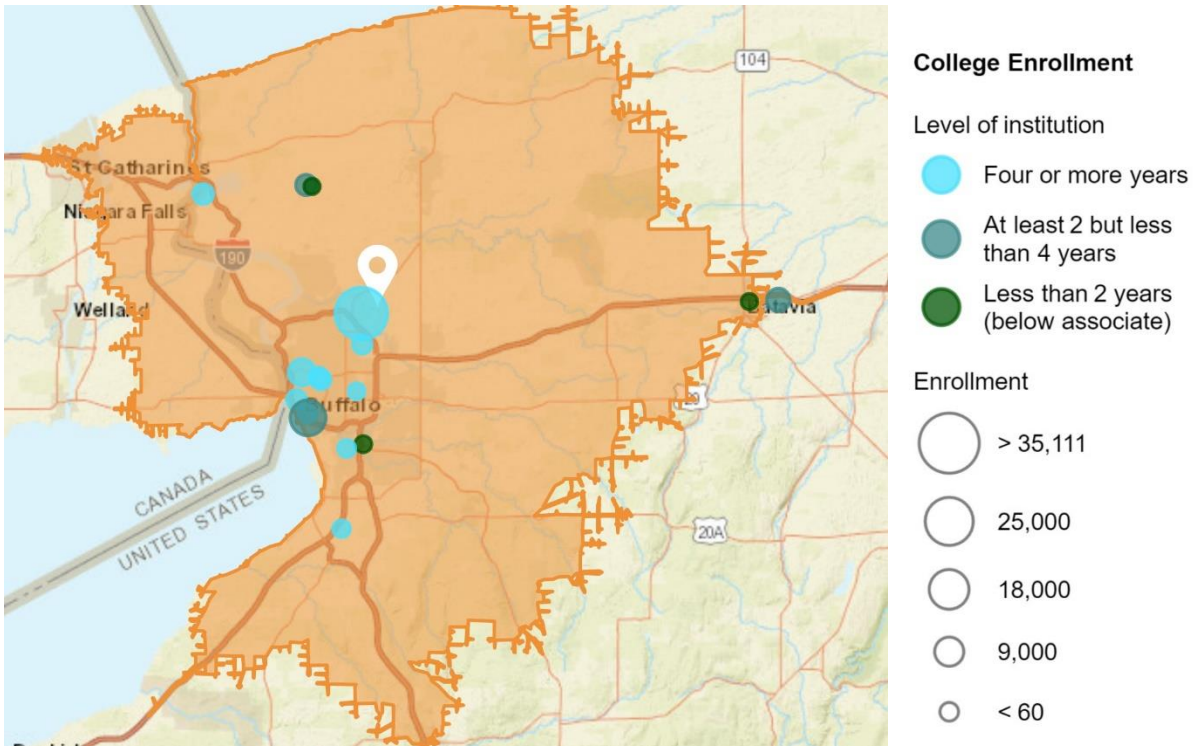
APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Table 12 Colleges & Universities Enrollment, 2019

Institution Name	Undergraduate	Graduate	Total
University at Buffalo	24,330	10,781	35,111
Erie Community College	18,969		18,969
SUNY Buffalo State	9113	1,354	10,467
Genesee Community College	6920		6,920
Niagara County Community College	4679		4,679
Niagara University	2938	1,291	4,229
Canisius College	2380	1,314	3,694
D'Youville College	1875	1,573	3,448
Medaille College	1956	1,030	2,986
Daemen College	1893	1,043	2,936
Bryant & Stratton College-Buffalo	1939		1,939
Trocaire College	1691		1,691
Hilbert College	1298	41	1,339
Villa Maria College	569		569
Erie 1 BOCES	741		741
Genesee Valley BOCES-Practical Nursing Program	144		144
Orleans Niagara BOCES-Practical Nursing Program	60		60
Total Enrollment (12-Month Unduplicated)	**81,495**	**18,427**	**99,922**

Source: IPEDS, National Center for Education Statistics

Figure 15 Colleges & Universities Enrollment within 45-Minute Drive Time, 2019



Source: IPEDS, National Center for Education Statistics

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Figure 16 Top Areas of Study by Number of Completions

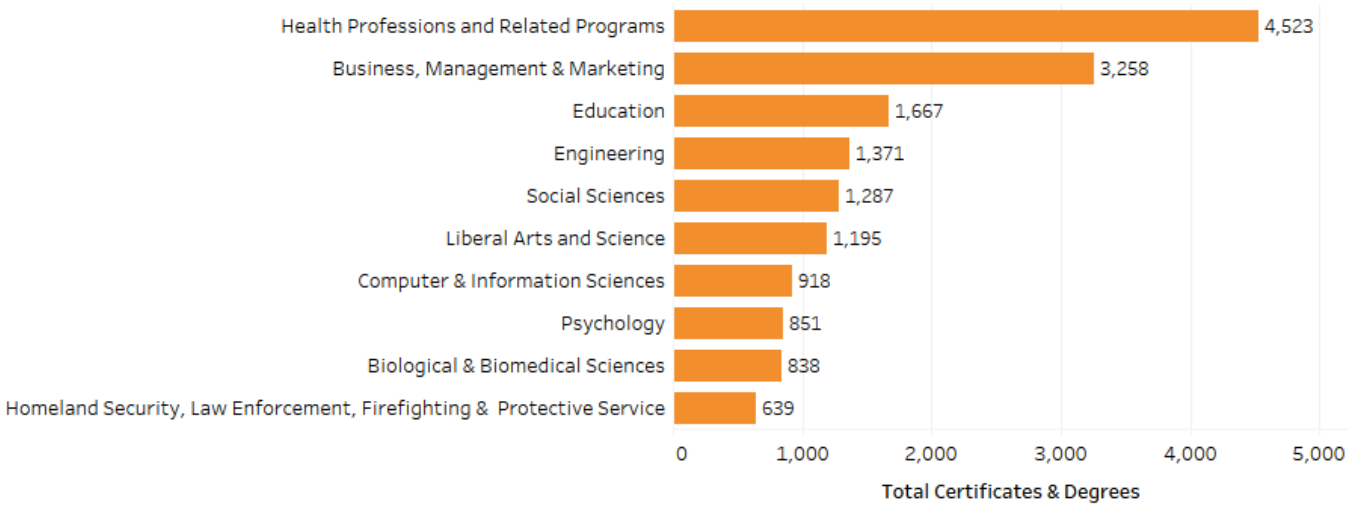


Table 13 Top Areas of Study – Detailed Programs Related to Targets

Program	Degrees
Registered Nursing/Registered Nurse	1,109
Psychology, General	684
Biology/Biological Sciences, General	407
Licensed Practical/Vocational Nurse Training	388
Occupational Therapy/Therapist	242
Pharmacy	200
Physical Therapy/Therapist	177
Medicine	150
Mental Health Counseling/Counselor	144
Mathematics, General	138
Physician Assistant	138
Chemistry, General	113
Dentistry	113
Health and Wellness, General	105
Family Practice Nurse/Nursing	103
Medical/Clinical Assistant	101
Biomedical Sciences, General	91
Research and Experimental Psychology, Other	89
Dietetics/Dietitian	88
Audiology/Audiologist and Speech-Language Pathology/Pathologist	86
Exercise Physiology	77
Physical Therapy Technician/Assistant	71
Medical Administrative/Executive Assistant and Medical Secretary	68
Speech-Language Pathology/Pathologist	55
Medical Radiologic Technology/Science - Radiation Therapist	54
Public Health, General	54

Source: IPEDS, National Center for Education Statistics

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Industry Definitions:

Life Science is defined as the following NAICS industries:	
Code	**Description**
325411	Medicinal and Botanical Manufacturing
325412	Pharmaceutical Preparation Manufacturing
325413	In-Vitro Diagnostic Substance Manufacturing
325414	Biological Product (except Diagnostic) Manufacturing
333314	Optical Instrument and Lens Manufacturing
334510	Electromedical and Electrotherapeutic Apparatus Manufacturing
334516	Analytical Laboratory Instrument Manufacturing
334517	Irradiation Apparatus Manufacturing
339112	Surgical and Medical Instrument Manufacturing
339113	Surgical Appliance and Supplies Manufacturing
339114	Dental Equipment and Supplies Manufacturing
339115	Ophthalmic Goods Manufacturing
339116	Dental Laboratories
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers
424210	Drugs and Druggists' Sundries Merchant Wholesalers
541380	Testing Laboratories
541713	Research and Development in Nanotechnology
541714	Research and Development in Biotechnology (except Nanobiotechnology)
541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)

Healthcare is defined as the following NAICS industries:	
Code	**Description**
621111	Offices of Physicians (except Mental Health Specialists)
621112	Offices of Physicians, Mental Health Specialists
621210	Offices of Dentists
621310	Offices of Chiropractors
621320	Offices of Optometrists
621330	Offices of Mental Health Practitioners (except Physicians)
621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists
621391	Offices of Podiatrists
621399	Offices of All Other Miscellaneous Health Practitioners
621410	Family Planning Centers
621420	Outpatient Mental Health and Substance Abuse Centers
621491	HMO Medical Centers
621492	Kidney Dialysis Centers
621493	Freestanding Ambulatory Surgical and Emergency Centers
621498	All Other Outpatient Care Centers
621511	Medical Laboratories
621512	Diagnostic Imaging Centers

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

APPENDIX C:
HEALTHCARE + LIFE SCIENCE CLUSTER PROFILE

Healthcare is defined as the following NAICS industries:	
Code	**Description**
621610	Home Health Care Services
621910	Ambulance Services
621991	Blood and Organ Banks
621999	All Other Miscellaneous Ambulatory Health Care Services
622110	General Medical and Surgical Hospitals
622210	Psychiatric and Substance Abuse Hospitals
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals
623110	Nursing Care Facilities (Skilled Nursing Facilities)
623210	Residential Intellectual and Developmental Disability Facilities
623220	Residential Mental Health and Substance Abuse Facilities
623311	Continuing Care Retirement Communities
623312	Assisted Living Facilities for the Elderly
623990	Other Residential Care Facilities

Attachment: Advance Amherst Recovery Plan Appendices (RES-2022-520 : Advance Amherst Recovery Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25862 **RESOLUTION 2022-521** **ADOPTED**

2022 (Year 19) Stormwater Annual Report

The Engineering Department is requesting that the Town Board authorize the Town Supervisor to sign the attached Municipal Compliance Certification (MCC) Form that will accompany the Town of Amherst's 2022 (Year 19) Stormwater Management Program Annual Report to the NYSDEC.

The Engineering Department additionally requests that a public announcement be made indicating the draft version of the Annual Report is available for public review and comment prior to the reports submission in June. Hard copies of the draft version will be available at the Engineering Department. The draft report will also be available electronically on the Town's Website.

There is no cost associated with the signing of the MCC or the submission of the Annual Report.

Thank you for considering this request.

5/23/2022
Consent

FINANCIAL IMPACT:

N/A

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

3258632975

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2022

This cover page must be completed by the report preparer.
Joint reports require only one cover page.

SPDES ID: NYR20A122

Choose one:

● **This report is being submitted on behalf of an individual MS4.**

Fill in SPDES ID in upper right hand corner.

Name of MS4: Town of Amherst

OR

○ **This report is being submitted on behalf of a Single Entity**

(Per Part II.E of GP-0-10-002)

Name of Single Entity:

OR

○ **This is a joint report being submitted on behalf of a coalition.**

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition:

SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

9714632978

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2022

Provide SPDES ID of each permitted MS4 included in this report.

SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A
SPDES ID NYR20A	SPDES ID NYR20A	SPDES ID NYR20A

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

3855151783

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2022

Name of MS4: Town of Amherst

SPDES ID: NYR20A122

Each MS4 must submit an MCC form.

Section 1 - MCC Identification Page

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- ● An Annual Report for a single MS4
- ○ A Single Entity (Per Part II.E of GP-0-10-002)
- ○ A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

5690581587

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2022

Name of MS4: Town of Amherst

SPDES ID: NYR20A122

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply: Duplicate this page as needed to include information for each contact.

- ● Principal Executive Officer/Chief Elected Official
- ○ Duly Authorized Representative
- ○ Local Stormwater Public Contact
- ○ Stormwater Management Program (SWMP) Coordinator
- ○ Report Preparer

First Name: Brian | MI: J | Last Name: Kulpa

Title: Town Supervisor

Address: 5583 Main Street

City: Williamsville | State: NY | Zip:

eMail: bkulpa@amherst.ny.us

Phone: ( ) -

County: Erie

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

5690581587

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2022

Name of MS4 Town of Amherst

SPDES ID NYR20A122

Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for ***each*** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

   A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

   If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

○ Principal Executive Officer/Chief Elected Official

○ Duly Authorized Representative

○ Local Stormwater Public Contact

● Stormwater Management Program (SWMP) Coordinator

○ Report Preparer

First Name: Vaishali | MI: | Last Name: Reberholt

Title: Stormwater Management Officer

Address: 1100 N. Forest Rd

City: Williamsville | State: NY | Zip: 14221 -

eMail: vreberholt@amherst.ny.us

Phone: (716) 631-7154 | County: Erie

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

4643023765

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2022

Name of MS4: Town of Amherst

SPDES ID: NYR20A122

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period? ● Yes ○ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name: Western NY Stormwater Coalition

Partner/Coalition Name (con't.): c/o Erie County DEP

SPDES Partner ID - If applicable: NYR20

Address: 95 Franklin Street

City: Buffalo

State: NY

Zip: 14202 -

eMail: mary.macswan@erie.gov

Phone: (716) 858 - 7583

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.? ● Yes ○ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- ● MM1 Multiple Tasks
- ● MM2 Multiple Tasks
- ● MM3 Multiple Tasks - Training & Ed
- ● MM4 Training & Education
- ● MM5 Training & Education
- ● MM6 Training & Education

Additional tasks/responsibilities

- ○ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

3165331518

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2022

Name of MS4: Town of Amherst

SPDES ID: NYR20A122

Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name: Brian | MI: J | Last Name: Kulpa

Title (Clearly print title of individual signing report): Town Supervisor

Signature

Date: / /

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

1100364151

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

Water Quality Trends

The information in this section is being reported (check one):

- ● On behalf of an individual MS4
- ○ On behalf of a coalition

How many MS4s are contributed to this report? ___

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.

○ Yes ● No

If Yes, choose one of the following

○ Report(s) attached to the annual report

○ Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

URL

URL

URL

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

4286299954

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

Minimum Control Measure 1. Public Education and Outreach

The information in this section is being reported (check one):

- ● On behalf of an individual MS4
- ○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- ● Construction Sites
- ● General Stormwater Management Information
- ● Household Hazardous Waste Disposal
- ● Illicit Discharge Detection and Elimination
- ● Infrastructure Maintenance
- ○ Smart Growth
- ○ Storm Drain Marking
- ● Green Infrastructure/Better Site Design/Low Impact Development
- ● Other: SWPPP Review for MS4s

Other

- ● Pesticide and Fertilizer Application
- ● Pet Waste Management
- ○ Recycling
- ○ Riparian Corridor Protection/Restoration
- ● Trash Management
- ● Vehicle Washing
- ● Water Conservation
- ○ Wetland Protection
- ○ None

2. Specific audiences targeted during this reporting period:

- ● Public Employees
- ● Residential
- ○ Businesses
- ○ Restaurants
- ● Other: Home Owners Association

Other

- ● Contractors
- ● Developers
- ● General Public
- ○ Industries
- ○ Agricultural

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7870299956

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

● Construction Site Operators Trained	# Trained	140
○ Direct Mailings	# Mailings	
● Kiosks or Other Displays	# Locations	9
○ List-Serves	# In List	
○ Mailing List	# In List	
● Newspaper Ads or Articles	# Days Run	1
● Public Events/Presentations	# Attendees	5524
● School Program	# Attendees	506
● TV Spot/Program	# Days Run	1
● Printed Materials:	Total # Distributed	2178

Locations (e.g. libraries, town offices, kiosks)

MS4 Public Buildings

Kiosks/Displays

RB&C Sale Pick Ups

County SWCDs

● Other:

Training-Ed Handouts

● Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL: www.erie.gov/stormwater

URL:

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

0704299955

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

3. Web Page con't.: Provide specific web addresses - not home page.

URL

URL

URL

URL

URL

URL

URL

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

6932504403

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Identification of Pollutants of Concern; Waterbodies of Concern; Geographic Areas of Concern; Target Audiences

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Pollutants of Concern: sediment/silt; pathogens; floatables; phosphorous
Waterbodies of Concern: Ellicott Creek and Ransom Creek
Geographic Areas of Concern: watershed of Ellicott and Ransom Creek
Target Audiences: households; developers; contractors; small businesses

C. How many times was this observation measured or evaluated in this reporting period?

4

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

As needed, update POCs, waterbodies of concern, geographic areas of concern and target audiences. Continue to address via public education and outreach.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

6932504403

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Develop additional/update existing public education materials addressing stormwater pollution prevention for general public, target businesses/activities and schools. Prepare posters that can be placed within municipal buildings, libraries, and schools. Maintain a webpage to educate the public on stormwater pollution prevention, the MS4 SWMPP and involvement opportunities.
Display/distribute public education materials and posters in municipal buildings and libraries.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Maintained records of number of educational materials distributed.
Rain barrel display at Niagara County DMV site - Niagara Falls.

C. How many times was this observation measured or evaluated in this reporting period?

2178

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period? ◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP? ◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Develop additional public education brochures - as needed.
Continue to display public education materials in municipal buildings and libraries.
Update webpage as needed with new educational materials.
Continue to reinforce the messages conveyed with printed materials & displays with use of additional media when funding is available.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

6932504403

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Distribute Grades K-12 education packages.
Participate in educational programming.
Conduct annual Rain Barrel Painting Contest for schools/community groups in Erie/Niagara Counties.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Outreach to 447 Grade K-12 teachers/youth-based community program educators.
Rain Barrel Painting Contest for schools/community groups in Erie/Niagara Counties currently underway.

C. How many times was this observation measured or evaluated in this reporting period?

447

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?
Teacher education packages are a bi-ennial BMP.
(●) Yes ( ) No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
(●) Yes ( ) No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Education resources will be distributed March 2022 - March 2023 reporting cycle.
Participate in all scheduled school science fairs/events upon request.
Conduct annual Rain Barrel Painting Contest for K-12 schools/groups in Erie and Niagara County in Fall 2022.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

6932504403

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Utilize public education display for outreach & education for at least two local community events or set up public education display in a prominent location in a municipal building. Mount a permanent wall plaque in a municipal building frequented by the public.
Utilize public education display for outreach & education at regional community events.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Set up/maintain public education display and mounted wall plaque in prominent locations in a municipal building frequented by the public.

C. How many times was this observation measured or evaluated in this reporting period?

9

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period? ◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP? ◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Plan to use public education display at two local community events/locations by March 9, 2023 and/or continue use of public education display and permanently mounted wall plaque in prominent locations in a municipal building frequented by the public.
Plan to use public education display at up to 25 regional community events by March 9, 2023.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

6932504403

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Post PSAs on WNY Stormwater Coalition webpage.
Use PSAs at public meetings, in school programs and at community events as appropriate.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

PSAs on webpage (www.erie.gov/stormwater).

C. How many times was this observation measured or evaluated in this reporting period?

1

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period? ◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP? ◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to promote PSAs addressing stormwater pollution and water quality protection in WNY. Use videos and/or PSAs at public education venues. Continue to pursue funding opportunities to use local media outlets to educate the public.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

4961183103

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition
How many MS4s contributed to this report? ___

1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

● Cleanup Events — # Events: 92

● Comments on SWMP Received — # Comments: 0

○ Community Hotlines — Phone # ( ) -

Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -
Phone # ( ) -

● Community Meetings (All WNYSC meetings open to public) — # Attendees: 120

● Plantings — Sq. Ft.: 5406

○ Storm Drain Markings — # Drains:

○ Stakeholder Meetings — # Attendees:

○ Volunteer Monitoring — # Events:

● Other: HouseholdHazardousWasteEvents

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided? ● Yes ○ No

○ List-Serve — # In List:

○ Newspaper Advertising — # Days Run:

○ TV/Radio Notices — # Days Run:

○ Other:

● Web Page URL: Enter URL(s) on the following two pages.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

1693183102

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL
https://www.amherst.ny.us/pdf/engineering/environmental/stormwatereport.pdf

URL
www.erie.gov/stormwater

URL
http://www.modernrecyclingrewards.com

URL

URL

URL

URL

URL

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

3714183108

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

2. URL(s) con't.:

Please provide specific address(es) where notices can be accessed - not home page.

URL

URL

URL

URL

URL

URL

URL

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

5441172015

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

● MS4/Coalition Office — ● Annual Report ● SWMP Plan ● Comments

Department: Engineering Department

Address: 1100 N. Forest Rd

City: Williamsville Zip: - Phone: ( ) -

○ Library — ○ Annual Report ○ SWMP Plan ○ Comments

Address:

City: Zip: - Phone: ( ) -

● Other — ○ Annual Report ● SWMP Plan ● Comments

Address: 95 Franklin Street Room 1076

City: Buffalo NY Zip: 14202 - Phone: (716) 858-7583

● Web Page URL: — ● Annual Report ● SWMP Plan ○ Comments

www.amherst.ny.us

www.erie.gov/stormwater

Please provide specific address of page where report can be accessed - not home page.

● eMail — ○ Comments

vreberholt@amherst.ny.us

mary.macswan@erie.gov

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

0614183104

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

4.a. If this report was made available on the internet, what date was it posted?
Leave blank if this report was not posted on the internet. ___ / ___ / ____

4.b. For how many days was/will this report be posted? 10

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period? ● Yes ○ No
If Yes, what was the date of the meeting? ___ / ___ / ____

If No, is one planned? ○ Yes ○ No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period? WNY Stormwater Coalition - April 2022 ● Yes ○ No

If No, is one planned for each? ○ Yes ○ No

6. Were comments received during this reporting period? ○ Yes ○ No
If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

2013032775

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Identify key individuals and groups who are interested in/or affected by the permitting program. Groups identified include: Erie County Environmental Management Council; Niagara County Environmental Management Council; municipal Conservation Advisory Committees; Buffalo Niagara Waterkeeper; Erie and Niagara County's Soil & Water Conservation Districts; Erie County Water Quality Committee.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Periodic reports to Erie/Niagara County Environmental Management Councils; MS4 Conservation Advisory Committees; Erie County Water Quality Committee. Participation of Erie and Niagara County Soil & Water Conservation Districts (8); Buffalo Niagara Waterkeeper (2); SWMP and Annual Report review, trainings and activities.

C. How many times was this observation measured or evaluated in this reporting period?

10

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue periodic reports to Erie/Niagara County Environmental Management Councils; MS4 Conservation Advisory Committees; Erie County Water Quality Committee. Continue to encourage participation of Buffalo Niagara Waterkeeper; Erie County Soil & Water Conservation District; Niagara County Soil & Water Conservation District, and MS4 Conservation Advisory Committee members in WNYSC monthly meetings, trainings & activities.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

2013032775

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Provide public with an ongoing opportunity to inspect Stormwater Management Program Plan (SWMPP) and review/comment. Present the draft Annual Report at a meeting that is open to the public and/or on the internet to solicit public review and comment.
Provide public notice about the presentation in accordance with State Open Meetings Law or other local public notice requirements.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of known SWMP reviews/comments.
Number of attendees at public meeting (WNYSC:22; MS4: TBD).
Number of known Annual Report reviews/comments (0)
Number of known webpage reviews (0).

C. How many times was this observation measured or evaluated in this reporting period?

22

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to provide public with an ongoing opportunity to inspect SWMPP and review/comment.
Continue to present the draft Annual Report at a meeting that is open to the public and/or on the internet to solicit public review and comment.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

2013032775

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Inform and encourage residents about opportunities to participate in stormwater pollution prevention programming including: community clean up initiatives such as Household Hazardous Waste collections, Great American Clean Ups; Buffalo Niagara Waterkeeper Spring/Fall Shoreline Clean Up and Keep America Beautiful Fall Beach Sweep; and, annual Erie-Niagara County Rain Barrel and Compost Bin Sales.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of Household Hazardous Waste collections (2 events plus continuous "by-voucher" collections in Erie & Niagara Counties); number of participants (3,143)
Number of clean up events (92); number of participants (1653)
Number of Rain Barrels/Composters sold (450); number of participants (349)

C. How many times was this observation measured or evaluated in this reporting period?

Number of participants: 5145

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Erie County: Publish a notice in local paper & Erie County Household Hazardous Waste webpage to notify residents of the Collection events. Niagara County: Educate residents on options for disposal of household hazardous waste, location, schedule and guidelines for facilities accepting the waste (year-round;ongoing). Annual rain barrel/composter sale.
Continue to track community clean up events and other stormwater related community involvement.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

2013032775

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Incorporate feedback mechanism into WNYSC and/or MS4 webpage

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of responses received.

C. How many times was this observation measured or evaluated in this reporting period?

0

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to provide feedback option on webpage in the form of a name/contact number and public comment forms.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

2013032775

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Identify Contact Person for Stormwater Program.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Stormwater Management Officer appointed/designated and listed in SWMPP.
Stormwater Management Officer listed in MS4 Reference Guide on WNY Stormwater Coalition webpage.

C. How many times was this observation measured or evaluated in this reporting period?

N/A

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Identify Stormwater Management Officer in SWMPP, update as needed.
Identify Stormwater Management Officer in MS4 Reference Guide on WNY Stormwater Coalition webpage, update as needed.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7368169291

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

Minimum Control Measure 3. Illicit Discharge Detection and Elimination

The information in this section is being reported (check one):

- ● On behalf of an individual MS4
- ○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. Enter the number and approx. percent of outfalls mapped: 462 # 100 %

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)? 67

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

○ Auto Recyclers	● Landscaping (Irrigation)
○ Building Maintenance	○ Marinas
○ Churches	○ Metal Plateing Operations
○ Commercial Carwashes	○ Outdoor Fluid Storage
○ Commercial Laundry/Dry Cleaners	○ Parking Lot Maintenance
○ Construction Vehicle Washouts	○ Printing
○ Cross-Connections	○ Residential Carwashing
○ Distribution Centers	● Restaurants
○ Food Processing Facilities	○ Schools and Universities
○ Garbage Truck Washouts	○ Septic Maintenance
○ Hospitals	● Swimming Pools
○ Improper RV Waste Disposal	○ Vehicle Fueling
○ Industrial Process Water	○ Vehicle Maint./Repair Shops
○ Other:	○ None

○ Sewersheds:

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

5953169299

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

3.b. What types of illicit discharges have been found during this reporting period?

- ○ Broken Lines From Sanitary Sewer
- ○ Cross Connections
- ○ Failing Septic Systems
- ○ Floor Drains Connected To Storm Sewers
- ● Illegal Dumping
- ○ Other:
- ○ Industrial Connections
- ○ Inflow/Infiltration
- ○ Pump Station Failure
- ○ Sanitary Sewer Overflows
- ○ Straight Pipe Sewer Discharges
- ○ None

4. How many illicit discharges/potential illegal connections have been detected during this reporting period? 0

5. How many illicit discharges have been confirmed during this reporting period? 0

6. How many illicit discharges/illegal connections have been eliminated during this reporting period? 0

7. Has the storm sewershed mapping been completed in this reporting period? ● Yes ○ No

If No, approximately what percent was completed in this reporting period? 90 %

8. Is the above information available in GIS? ● Yes ○ No

Is this information available on the web? ● Yes ○ No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

https://erienymaps.arcgis.com/apps/webappviewer/index.html?id=717984bd03e74f23b029646 1e3ea9957

URL

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

5820169292

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

8. URL(s) con't.:

Please provide specific address of page where map(s) can be accessed - not home page

URL

URL

URL

URL

URL

9. Has an IDDE law been adopted for each traditional MS4 and/or have IDDE procedures been approved for all non-traditional MS4s contributing to this report? ● Yes ○ No

10. If Yes, has every traditional MS4 contributing to this report certified that this law is equivalent to the NYS Model IDDE Law? ● Yes ○ No ○ NT

11. What percent of staff in relevant positions and departments has received IDDE training?

100 %

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

9126383899

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Update outfall data and map as needed.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Outfall inspections according to schedule.
New outfalls added as located or at time of completion.
Timely updates to outfall data.
GIS outfall map is current.

C. How many times was this observation measured or evaluated in this reporting period?

0

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

○ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue outfall inspections according to schedule.
Continue to update existing information/add new outfalls as needed.
Continue to maintain and update GIS outfall map.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

9126383899

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Outfall Reconnaissance Inventory (ORI) - routine dry weather visual inspections of outfalls.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of outfall inspections completed.

C. How many times was this observation measured or evaluated in this reporting period?

67

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Plan to inspect at least 20% of outfalls.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

9126383899

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Pollutant source tracking procedures to detect and address non-stormwater discharges, including illegal dumping, as needed in response to public complaints or by scheduled inspection of outfalls.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of outfalls sampled/trackdown investigations conducted.

C. How many times was this observation measured or evaluated in this reporting period?

0

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Plan to sample outfalls discharging during dry weather to determine presence of pollutants.
Plan to conduct trackdown sampling/investigation as needed.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

5624056356

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition
How many MS4s contributed to this report? [ ]

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? ● Yes ○ No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney cerfification or using the NYSDEC Gap Analysis Workbook? ○ Yes ○ No ○ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.
○ 09/2004 ● 03/2006 ○ NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? ● Yes ○ No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period? 47

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? ● Yes ○ No ○ NT

If Yes, how many public comments were received during this reporting period? 0

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? ● Yes ○ No

Via NYS 4 Hour Erosion & Sediment Control Training

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

3951056357

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

◉ Notices of Violation	#	7	○ No Authority
○ Stop Work Orders	#		○ No Authority
○ Criminal Actions	#		○ No Authority
○ Termination of Contracts	#		○ No Authority
○ Administrative Fines	#		○ No Authority
○ Civil Penalties	#		○ No Authority
○ Administrative Orders	#		○ No Authority
○ Enforcement Actions or Sanctions	#		
○ Other	#		○ No Authority

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

9445612573

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition
How many MS4s contributed to this report? ___

1. **How many construction projects have been authorized for disturbances of one acre or more during this reporting period?** 14

2. **How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?** 49

3. **What percent of active construction sites were inspected during this reporting period?** ○ NT
100 %

4. **What percent of active construction sites were inspected more than once?** ○ NT
100 %

5. **Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?** ● Yes ○ No ○ NT

6. **Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?** ● Yes ○ No ○ NT

   If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? ○ Yes ● No

   If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7482169883

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department: Engineering Department

Address: 1100 N. Forest Rd

City: Williamsville NY Zip: ____-____

Phone: (___) ___-____

○ Library

Address:

City: ____ Zip: ____-____

Phone: (___) ___-____

○ Other

Address:

City: ____ Zip: ____-____

Phone: (___) ___-____

○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL:

URL:

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7935007876

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Conduct SWPPP review for all permitted construction sites to ensure consistency with State and local erosion and sediment control requirements and NYS Design Standards.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of SWPPPs approved.

C. How many times was this observation measured or evaluated in this reporting period?

14

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to conduct SWPPP review for all permitted construction sites to ensure consistency with State and local erosion and sediment control requirements and NYS Design Standards.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7935007876

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Conduct inspections of permitted construction sites that discharge stormwater to the MS4 as often as needed to ensure compliance with GP-0-20-001 (or previous permits for projects approved prior to January 29, 2020).
Issue enforcement actions to owners/operators of construction sites that are not in compliance with GP-0-20-001 (or previous permits for projects approved prior to January 29, 2020).

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of active construction sites and inspections performed for each.
Number and type of enforcement actions.

C. How many times was this observation measured or evaluated in this reporting period?

101

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to conduct inspections of permitted construction sites that discharge stormwater to the MS4 as often as needed to ensure compliance with GP-0-20-001 (or previous permits for projects approved prior to January 29, 2020). Continue to issue enforcement actions to owners/operators of construction sites that are not in compliance with GP-0-20-001 (or previous permits for projects approved prior to January 29, 2020).

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7935007876

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Provide the public with an opportunity to review and comment on proposed design plans and construction projects.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of projects presented for public review and comment.

C. How many times was this observation measured or evaluated in this reporting period?

47

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to provide the public with an opportunity to review and comment on proposed design plans and construction projects.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

1048119251

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report?

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained
● Alternative Practices	20	20	0
○ Filter Systems			
● Infiltration Basins	6	6	
○ Open Channels			
● Ponds	56	56	0
○ Wetlands			
○ Other			

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintanance? ● Yes ○ No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

● Building Codes	● Municipal Comprehensive Plans
○ Overlay Districts	○ Open Space Preservation Program
○ Zoning	● Local Law or Ordinance
○ None	○ Land Use Regulation/Zoning
○ Watershed Plans	○ Other Comprehensive Plan

○ Other:

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

9091119257

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

● Yes ○ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

○ Yes ● No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

○ Yes ● No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

0

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

0 %

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

1610116332

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Develop an inventory and inspection program for post-construction stormwater management practices.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Inventory of post-construction stormwater management practices.
Number of post-construction stormwater management practices inspected.

C. How many times was this observation measured or evaluated in this reporting period?

164

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Maintain inventory of all post-construction stormwater management practices.
Plan to inspect 20% of post-construction stormwater management practices per year.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

1610116332

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID6: NYR20A122

6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Conduct maintenance on post-construction stormwater management practices as needed.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number and type of post-construction stormwater management practices maintained.

C. How many times was this observation measured or evaluated in this reporting period?

86

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to conduct maintenance on post-construction stormwater management practices as needed.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

6894134836

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

● On behalf of an individual MS4
○ On behalf of a coalition

How many MS4s contributed to this report? ___

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

Operation/Activity/Facility	Addressed in SWMP?	Self-Assessment Operation/Activity/Facility performed within the past 3 years?
Street Maintenance	● Yes ○ No	● Yes ○ No
Bridge Maintenance	● Yes ○ No	● Yes ○ No
Winter Road Maintenance	● Yes ○ No	● Yes ○ No
Salt Storage	● Yes ○ No	● Yes ○ No
Solid Waste Management	● Yes ○ No	● Yes ○ No
New Municipal Construction and Land Disturbance	● Yes ○ No	● Yes ○ No
Right of Way Maintenance	● Yes ○ No	● Yes ○ No
Marine Operations	● Yes ○ No	○ Yes ● No
Hydrologic Habitat Modification	● Yes ○ No	○ Yes ● No
Parks and Open Space	● Yes ○ No	● Yes ○ No
Municipal Building	● Yes ○ No	● Yes ○ No
Stormwater System Maintenance	● Yes ○ No	● Yes ○ No
Vehicle and Fleet Maintenance	● Yes ○ No	● Yes ○ No
Other	● Yes ○ No	● Yes ○ No

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

6445134838

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

2. Provide the following information about municipal operations good housekeeping programs:

● Parking Lots Swept (Number of acres X Number of times swept)	# Acres	13
● Streets Swept (Number of miles X Number of times swept)	# Miles	1200
● Catch Basins Inspected and Cleaned Where Necessary	#	1066
● Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary	#	2
● Phosphorus Applied In Chemical Fertilizer	# Lbs.	0
● Nitrogen Applied In Chemical Fertilizer	# Lbs.	2250
● Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.)	# Acres	.

3. How many stormwater management trainings have been provided to municipal employees during this reporting period? 20

4. What was the date of the last training? 03/04/2022

5. How many municipal employees have been trained in this reporting period? 5

6. What percent of municipal employees in relevant positions and departments receive stormwater management training? 100 %

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7123078468

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Inspect catch basins and clean as needed.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of catch basins inspected.

Number of catch basins cleaned.

C. How many times was this observation measured or evaluated in this reporting period?

1066

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to inspect catch basins and clean as needed.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7123078468

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Conduct street sweeping.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of miles of street swept.

C. How many times was this observation measured or evaluated in this reporting period?

1200

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

● Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

● Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Continue to sweep streets.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

7123078468

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2022

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: Town of Amherst

SPDES ID: NYR20A122

7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

Create an inventory of operations/activities/facilities that are subject to environmental assessment requirement.
Conduct environmental assessment of each operation/activity/facility every three years.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Number of environmental assessments performed.

C. How many times was this observation measured or evaluated in this reporting period?

2

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

◉ Yes ○ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

◉ Yes ○ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

Conduct environmental assessment of each operation/activity/facility every three years.

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

6327042251

N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, ____

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition _____

SPDES ID NYR20A____

Additional Watershed Improvement Strategy Best Management Practices

N/A

The information in this section is being reported (check one):

○ On behalf of an individual MS4
○ On behalf of a coalition
How many MS4s contributed to this report? ____

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. **Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?** ○ Yes ○ No ○ N/A

2. **Has 100% of the MS4/Coalition conveyance system been mapped in GIS?** ○ Yes ○ No ○ N/A

   If N/A, go to question 3.

   If No, estimate what percentage of the conveyance system has been mapped so far. ____ %

   Estimate what percentage was mapped in this reporting period. ____ %

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

2244042255

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, ____

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition _____

SPDES ID NYR20A____

3. **Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program?** ○ Yes ○ No ○ N/A

4. **Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?** ____ %

5. **Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?** ○ Yes ○ No ○ N/A

6. **Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards?** ○ Yes ○ No ○ N/A

7a. **Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?** ○ Yes ○ No ○ N/A

7b. **How many projects have been sited in this reporting period?** ____

7c. **What percent of the projects included in 7b have been completed in this reporting period?** ____ %

7d. **What percent of projects planned in previous years have been completed?** ____ %

○ No Projects Planned

8a. **Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?** ○ Yes ○ No ○ N/A

8b. **Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?** ○ Yes ○ No ○ N/A

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

2404042253

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, ____

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID: NYR20A

9. **Has your MS4/Coalition developed and implemented a program of native planting?** ○ Yes ○ No ○ N/A

10. **Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?** ○ Yes ○ No ○ N/A

11. **Does your MS4/Coalition have a pet waste bag program?** ○ Yes ○ No ○ N/A

12. **Does your MS4/Coalition have a program to manage goose populations?** ○ Yes ○ No ○ N/A

Attachment: stormwater report (RES-2022-521 : 2022 (Year 19) Stormwater Annual Report)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25863 **RESOLUTION 2022-522** **ADOPTED**

Erie County Piggyback Contract - D & W Diesel Trucks & Heavy Equipment Parts & Repair CRS No. 3391

The Engineering Department is requesting the Town Board authorize the attached piggyback contract from Erie County Bid 222028-004 with D&W Diesel for Trucks & Heavy Equipment Parts & Repairs. The contract will be effective from the date of execution through March 31, 2023.

This contract will be available for Townwide use and the amount is to be determined.

This is pending successful completion of the contract review process.

Thank you for considering this request.

5/23/2022
Consent

FINANCIAL IMPACT:

Townwide; Various

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

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

TO: ALL USING DEPARTMENTS

FROM: Tricia Pierce, Buyer

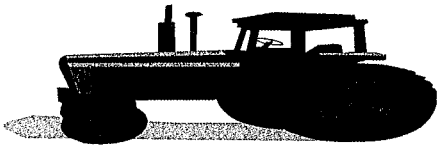
DATE: April 1, 2022

SUBJECT: "Trucks & Heavy Equipment Parts and Repairs"
BID NO.: 222028-004

This is to advise you that there is a new contract for the "Trucks & Heavy Equipment Parts and Repairs". The contract term for this agreement is April 1, 2022 through March 31, 2023. The contract has been awarded to several vendors, so please refer to the attached sheets. Department must use the vendor with the lowest labor rate and percent over cost that is able to work on equipment that needs parts or repair.

When using this contract the vendor must clearly show the number of hours of labor, labor rate, vendors cost of the parts and cost plus percentage extended to the County as per their bid submission. Quotes that do not show this will not be allowed purchase orders.

Make sure you reference the bid number #222028-004 when using this contract.





Attachment: D & W Bid Tab (RES-2022-522 : Erie County Piggyback Contract - D & W Diesel)

"MAINTENANCE, REPAIRS & TUNE UPS FOR HEAVY DUTY EQUIPMENT & TRUCKS"
BID NO.: 222028-004
CONTRACT TERM: APRIL 1, 2022 – MARCH 31, 2023
COMMODITY CODE: #060

1. Gorman Bus Sales - Vendor #103155
691 Bullis Road Elma, NY 14059
716-675-3897
Labor Rate Per Hour: $115.00
Parts- 20% over cost
Warranty: Varies

2. D & W Diesel – Vendor #102051
3788 Broadway, Buffalo, NY 14227
716-681-0252
Labor Rate Per Hour: $110.00
Parts- 30% over cost
Warranty: 6 Months



3. Accent Stripe – Vendor #143862
3275 N Benzing Road, Orchard Park, NY 14127
716-823-7704
Labor Rate Per Hour: $150.00
Parts- 25% over cost
Warranty: 6 Months

4. Fleet Maintenance – Vendor #110796
67 Ransier Drive, West Seneca, NY 14224
716-675-9220
Labor Rate Per Hour: $160.00
Parts- 20% over cost
Warranty: 12 Months

5. Kaminski & Sons Truck Equipment, DBA – Vendor #109707
245 Lewis Street, Buffalo, NY 14206
716-852-1954
Labor Rate Per Hour: $98.00
Parts- 35% over cost
Warranty: 3-12 Months (Depends On Manufacturer)

6. Penn Detroit Diesel – Vendor #105993
350 Bailey Avenue, Buffalo, NY 14210
716-823-7242
Labor Rate Per Hour: $125.00
Parts- 25% over cost
Warranty: 6 Months

Attachment: D & W Bid Tab (RES-2022-522 : Erie County Piggyback Contract - D & W Diesel)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25866 **RESOLUTION 2022-523** **ADOPTED**

Award of Bid - Highway Department Sale of Surplus Asphalt Millings American Paving & Excavating, Inc.

Upon direct solicitation of more than 30 vendors, one (1) sealed bid was received on May 12, 2022, for the above referenced project. After review of the bid, we recommend award of the contract to American Paving & Excavating, Inc., 5880 Thompson Rd., Clarence Center, NY 14032, based on their bid of $14,485.00 for the purchase and removal of 14,000 tons of millings from the Highway Department.

Monies received from the sale of these millings is to be deposited into the Highway Millings Revenue account number D5112-02651.

May I please have your approval to award American Paving & Excavating, Inc. the above referenced contract?

Thank you for considering this request.

5/23/2022
Consent

FINANCIAL IMPACT:

D5112;02651; $14,485.00

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

Sale of Surplus Asphalt Millings

Bid Tabulation / May 12, 2022

T.O.A. Job No. 2022.009

No.	Bidder	Bid Bond (Y / N)	Total Bid
1	American Paving & Excavating, Inc.	Y	$14,485.00

Attachment: Surplus Millings Bid Tab (RES-2022-523 : Award of Bid - Highway Department Sale of Surplus Asphalt Millings)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25867 **RESOLUTION 2022-524** **ADOPTED**

Kingsgate Park Central Amherst Little League Improvements - Change Order No. 2 & Final Goodwin Electric CRS No. 3363

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 $4,804.00. This final quantities adjustment will cover the costs associated with new wiring to accommodate hand dryers, occupancy light sensors, liftstation controls and PA system cabling.

Please also note that we are also requesting approval of a no-cost time extension for the substantial completion date of this contract to be extended by 35 days, through April 1, 2022.

Funding for this contract shall be from project account KP2101.4972.

This request is pending completion of the contract review process.

Thank you for considering this request.

5/23/2022
Consent

FINANCIAL IMPACT:

$4,804.00; KP2101.4972

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Central Amherst Little League Concession/Restroom Improvements Project #840127A	*Contract For: Electrical Construction* *Date: May 23, 2022*	Change Order Number: 2 & Final
OWNER:	**ENGINEER:**	**CONTRACTOR:**
Town of Amherst 5583 Main St. Williamsville, NY 14221	Town of Amherst Engineering 1100 North Forest Rd. Williamsville, NY 14221	Goodwin Electric Corp. 201 South Youngs Rd. Williamsville, NY 14221

The Contract is changed as follows:

Final quantity adjustment to furnish and install new wiring to accommodate restroom hand dryers, two (2) occupancy light sensors, additional liftstation controls and sound system cabling for user-group provided PA system. Also, the substantial completion date shall also be extended until April 1, 2022.

The original Contract Sum was	$ 39,850.00
The net change by previously authorized Change Orders	$ 10,383.00
The Contract Sum prior to this Change Order was	$ 50,233.00
The Contract Sum will be increased by this Change Order in the amount of	$ 4,804.00
The new Contract Sum, including this Change Order, will be	$ 55,037.00
The Contract Time will be changed by	(35) days.
The new date of Substantial Completion shall now be:	April 1, 2022

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 *(Town Engineer)*	CONTRACTOR *(Goodwin Electric Corp.)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE Kevin Martin VP	PRINTED NAME AND TITLE
DATE	DATE 5/3/2022	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: CALL Change Order #2 (RES-2022-524 : Kingsgate Park Central Amherst Little League Improvements - Change Order No. 2 &

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

10-Nov-21

CHA
Jake Dominesey
Engineer

RE: Central Amherst Little League
PCI - Add power to Family Bathroom Hand Dryer

Dear Jake,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

1.) Add new home run for power to Family Hand Dryer
2.) Revision power connections to the other two bathrooms per the emails.

Electrician Frmn	(	0.59	Hrs @	$	96.24)	$	56.35
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19)	$	-
Electrician Frmn OT	(	0.00	Hrs @	$	128.16)	$	-
Electrician	(	4.68	Hrs @	$	88.70)	$	415.48
Electrician 2nd	(	0.00	Hrs @	$	98.57)	$	-
Electrician OT	(	0.00	Hrs @	$	116.95)	$	-
Material						$	177.57
Subtotal						$	649.39
O&P						$	97.41
Bond						$	23.08
Total Add						$	770.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: CALL Change Order #2 (RES-2022-524 : Kingsgate Park Central Amherst Little League Improvements - Change Order No. 2 &

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

26-Apr-22

CHA
Jake Dominesey
Engineer

RE: Central Amherst Little League
PCI - Add two bathroom vestibule occupancy sensors and aquastat

Dear Jake,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

Electrician Frmn	(	0.38	Hrs @	$	96.24)	$	36.09
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19)	$	-
Electrician Frmn OT	(	0.00	Hrs @	$	128.16)	$	-
Electrician	(	3.00	Hrs @	$	88.70)	$	266.10
Electrician 2nd	(	0.00	Hrs @	$	98.57)	$	-
Electrician OT	(	0.00	Hrs @	$	116.95)	$	-
Material						$	275.00
Subtotal						$	577.19
O&P						$	86.58
Bond						$	20.51
Total Add						$	684.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: CALL Change Order #2 (RES-2022-524 : Kingsgate Park Central Amherst Little League Improvements - Change Order No. 2 &

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

21-Mar-22

CHA
Jake Dominesey
Engineer

RE: Central Amherst Little League
PCI - Add Lift Station Control and Revise Power Wiring

Dear Jake,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

Electrician Frmn	(	5.00	Hrs @	$	96.24	)	$ 481.20
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19	)	$ -
Electrician Frmn OT	(	0.00	Hrs @	$	128.16	)	$ -
Electrician	(	8.00	Hrs @	$	88.70	)	$ 709.60
Electrician 2nd	(	0.00	Hrs @	$	98.57	)	$ -
Electrician OT	(	0.00	Hrs @	$	116.95	)	$ -
Material							$ 370.00
Subtotal							$ 1,560.80
O&P							$ 234.12
Bond							$ 55.46
Total Add							$ 1,850.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: CALL Change Order #2 (RES-2022-524 : Kingsgate Park Central Amherst Little League Improvements - Change Order No. 2 &

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

3-Mar-22

CHA
Jake Dominesey
Engineer

RE: **Central Amherst Little League**
FO - ___ Sound System Cabling

Dear Jake,

Quote: This quote includes additional work as referenced above and as attached. See below and attached for labor and material breakdown.

1.) Furnish and Install (4) 14-2 Sound cables from the baseball dugout to the telephone board in the electric room. All terminations are by others.

Labor and Material	$ 1,000.00
Subtotal	$ 1,000.00
O&P	$ 150.00
Bond	$ 35.54
Total Add	$ 1,186.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: CALL Change Order #2 (RES-2022-524 : Kingsgate Park Central Amherst Little League Improvements - Change Order No. 2 &

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

15-Mar-22

CHA
Jake Dominesey
Engineer

RE: Central Amherst Little League
PCI - Add Attic Light

Dear Jake,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

1.) The Amherst Electrical inspector said that an attic light is required.
2.) The light will be tied into a nearby receptacle circuit

Electrician Frmn	(	1.00	Hrs @	$	96.24)	$	96.24
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19)	$	-
Electrician Frmn OT	(	0.00	Hrs @	$	128.16)	$	-
Electrician	(	1.00	Hrs @	$	88.70)	$	88.70
Electrician 2nd	(	0.00	Hrs @	$	98.57)	$	-
Electrician OT	(	0.00	Hrs @	$	116.95)	$	-
Material						$	80.00
Subtotal						$	264.94
O&P						$	39.74
Bond						$	9.41
Total Add						$	314.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: CALL Change Order #2 (RES-2022-524 : Kingsgate Park Central Amherst Little League Improvements - Change Order No. 2 &

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 25869 **RESOLUTION 2022-525** **ADOPTED**

Award of Bid - 2022 Asphalt Milling, Paving and Repair Contract J&D's Seal Tech Corp

On May 12, 2022, three (3) bids were received for the above referenced project. Upon review of the bids and as per the attached bid tabulation and bid evaluation section projected cost estimate, we recommend that J&D's Seal Tech Corp., 138 Chandler St., Buffalo, NY 14207, be awarded all of the attached unit cost bid items; Items 1.1 - 1.7, 2.1 - 2.4A, 3.1 - 3.3. The above contract shall be effective from execution through December 31, 2022.

Funds are available for this contract from various townwide accounts in an amount to be determined.

Please authorize the Supervisor to sign the above contract with D&H Paving, LLC.

5/23/2022
Consent

FINANCIAL IMPACT:

Townwide; Various; TBD

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

Asphalt Milling, Paving & Repair

Bid Tabulation / May 12, 2022 / TOA Project No. 2022.008

Bidder		J&D's Seal Tech Corp.	Milherst Construction, Inc.	American Paving & Excavating, Inc.	
Bid Bond (Y / N)		Yes	Yes	Yes	
Bid Evaluation Section	**Quantity**				
Item No. 1.3 Mill over 3,000 SY (up to 2" in depth) [Weekday]	6,000 sq. yds.	$1.84 $11,040.00	$3.00 $18,000.00	$4.40 $26,400.00	
Item No. 1.5 Pave Type 3 Binder [Weekday]	667 Tons	$84.00 $56,028.00	$100.00 $66,700.00	$130.00 $86,710.00	
Item No. 1.6 Pave Type 7F Top [Weekday]	417 Tons	$96.00 $40,032.00	$110.00 $45,870.00	$140.00 $58,380.00	
Bid Evaluation Section Total		$107,100.00	$130,570.00	$171,490.00	

Unit Item Bid Section		Unit Cost	Unit Cost	Unit Cost	
Option 1: **Asphalt Milling & Resurfacing**					
Item No. 1.1 Mill under 3,000 SY (up to 2" in depth) [Weekday]		$2.24 per SY	$6.00 per SY	$6.60 per SY	
Item No. 1.1A Mill under 3,000 SY (up to 2" in depth) [Saturday]		$3.00 per SY	$5.00 per SY	$8.25 per SY	
Item No. 1.2 Mill under 3,000 SY (each added 1" of depth over 2") [Weekday]		$0.40 per SY	$0.50 per SY	$0.85 per SY	
Item No.1.2A Mill under 3,000 SY (each added 1" of depth over 2") [Saturday]		$1.02 per SY	$0.60 per SY	$1.40 per SY	
Item No. 1.3 Mill over 3,000 SY (up to 2" in depth) [Weekday]		$1.84 per SY	$3.00 per SY	$4.40 per SY	
Item No. 1.3A Mill over 3,000 SY (up to 2" in depth) [Saturday]		$2.48 per SY	$4.50 per SY	$5.50 per SY	
Item No. 1.4 Mill over 3,000 SY (each added 1" of depth over 2") [Weekday]		$0.40 per SY	$0.50 per SY	$0.55 per SY	
Item No. 1.4A Mill over 3,000 SY (each added 1" of depth over 2") [Saturday]		$1.29 per SY	$0.60 per SY	$0.85 per SY	
Item No. 1.5 Pave Type 3 Binder [Weekday]		$84.00 per Ton	$100.00 per Ton	$130.00 per Ton	
Item No. 1.5A Pave Type 3 Binder [Saturday]		$88.33 per Ton	$115.00 per Ton	$165.00 per Ton	
Item No. 1.6 Pave Type 7F Top [Weekday]		$96.00 per Ton	$110.00 per Ton	$140.00 per Ton	
Item No. 1.6A Pave Type 7F Top [Saturday]		$102.00 per Ton	$125.00 per Ton	$175.00 per Ton	
Item No. 1.7 Furnish & Install composite riser rings (24" dia. Manhole - typ.)		$300.00 per 1" Ring	$400.00 per 1" Ring	$90.00 per 1" Ring	

Attachment: Asphalt Milling & Paving Bid Tab (RES-2022-525 : Award of Bid - 2022 Asphalt Milling, Paving and Repair Contract)

Option 2:
Asphalt Rebuilding

Item No. 2.1 Rebuilding from 1 to 99 SY [Weekday]		$62.58 per SY	$90.00 per SY	$120.00 per SY	
Item No. 2.1A Rebuilding from 1 to 99 SY [Saturday]		$118.58 per SY	$110.00 per SY	$145.00 per SY	
Item No. 2.2 Rebuilding from 100 to 200 SY [Weekday]		$60.00 per SY	$85.00 per SY	$110.00 per SY	
Item No. 2.2A Rebuilding from 100 to 200 SY [Saturday]		$73.82 per SY	$100.00 per SY	$135.00 per SY	
Item No. 2.3 Rebuilding from 201 to 400 SY [Weekday]		$59.48 per SY	$75.00 per SY	$100.00 per SY	
Item No. 2.3A Rebuilding from 201 to 400 SY [Saturday]		$66.77 per SY	$90.00 per SY	$125.00 per SY	
Item No. 2.4 Rebuilding over 400 SY [Weekday]		$45.00 per SY	$45.00 per SY	$90.00 per SY	
Item No. 2.4A Rebuilding over 400 SY [Saturday]		$56.25 per SY	$50.00 per SY	$115.00 per SY	

Option 3:
Paver-placed Asphalt Resurfacing

Item No. 3.1 Pave Type 3 Binder [Weekday]		$88.00 per Ton	$120.00 per Ton	$125.00 per Ton	
Item No. 3.1A Pave Type 3 Binder [Saturday]		$92.33 per Ton	$125.00 per Ton	$165.00 per Ton	
Item No. 3.2 Pave Type 7F Top [Weekday]		$103.24 per Ton	$135.00 per Ton	$145.00 per Ton	
Item No. 3.2A Pave Type 7F Top [Saturday]		$112.42 per Ton	$140.00 per Ton	$185.00 per Ton	
Item No. 3.3 Furnish & Install composite riser rings (24" dia. Manhole - typ.)		$300.00 per 1" Ring	$400.00 per 1" Ring	$120.00 per 1" Ring	

Attachment: Asphalt Milling & Paving Bid Tab (RES-2022-525 : Award of Bid - 2022 Asphalt Milling, Paving and Repair Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25842 **RESOLUTION 2022-526** **ADOPTED**

Public Relations Coordinator/Economic Development

Please appoint a Public Relations Coordinator to the Economic Development Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective June 1, 2022, at an annual salary of $91,283.56, Grade 2, Step H of the Exempt Non-Department Head Salary Schedule for Annette Herrman.

Contingent upon completing all pre-employment requirements.

5/23/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25864 **RESOLUTION 2022-527** **ADOPTED**

Clerk to Town Justice/Court

Please appoint a Clerk to Town Justice, Permanent, effective June 6, 2022, at an annual salary of $112,200.55, Grade 4, Step M of the Exempt Department Head Salary Schedule for Ann Nichols.

5/23/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25829 **RESOLUTION 2022-528** **ADOPTED**

Community Development Specialist/Planning Department

Please create and appoint a Community Development Specialist to the Planning Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective May 24, 2022, at an annual salary of $55,288, Grade 10, Step G for Susan Fitzpatrick.

This is a promotion for an employee currently serving as Community Development Assistant.

5/23/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25849 **RESOLUTION 2022-529** **ADOPTED**

Wastewater Treatment Plant Operator-Trainee/Engineering

Please appoint a Wastewater Treatment Plant Operator - Trainee to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 24, 2022 at an hourly rate of $24.40, Grade IV, Step 2 for Anthony Casey.

This is a Permanent appointment for an employee currently serving Provisionally.

5/23/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25861 **RESOLUTION 2022-530** **ADOPTED**

Senior WWTP Operator (3 Positions)/Engineering Plant #16

Please appoint a Senior Wastewater Treatment Plant Operator (3 Positions) to the Engineering/Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective May 24, 2022 at an hourly rate of $34.34, Grade VI, Step 8 for Frank Longo, Joseph Wahlgren and Todd Maciejewski.

These are promotions for employees currently serving as WWTP Operators.

5/23/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25841 **RESOLUTION 2022-531** **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 May 24, 2022, at an hourly rate of $17.06, Step A for Tyler Wilhelm.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who transferred to another department.

5/23/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 25871 **RESOLUTION 2022-532** **ADOPTED**

Interim Release-New York Liquidation Bureau

Please authorize the Supervisor to sign the Interim Release from New York Liquidation Bureau on behalf of the Reliance Insurance Company which reimburses the Town the sum of $22,168.78 from the Excess Workers' Compensation Policy.

5/23/2022
Consent

FINANCIAL IMPACT:

$22,168.78

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 25857 **RESOLUTION 2022-533** **ADOPTED**

Proposed Dedication of Melvin & Mitchel Spoth Way (SR-2022-01)

WHEREAS the Planning Department has received a request to name an access road after Melvin and Mitchel Spoth in recognition of their record of service to the Town of Amherst and,

WHEREAS the subject road is approximately 900 feet east of the intersection of New Road and Smith Road and approximately 1,050 feet long. This access road is located entirely on the parcel known as 550 Smith Road and serves as the access road to the Amherst Fire Training Facility (540 Smith Road) and,

WHEREAS the Planning Department has coordinated a review of the subject proposal and has been referred to the Town's various review agencies including the Town of Amherst Assessor's Office, Building Department, Attorney's Office, Engineering Department, Amherst Traffic Safety Board, Town of Amherst Police Department, and the Town of Amherst Fire Dispatch, and

WHEREAS Melvin Spoth served for 56 years with the East Amherst Fire Department serving as Chief, Assistant Chief, President and Vice President of the Board of Directors as well as Safety Police. Melvin was also a member of the Town of Amherst Fire Chief's Association, Clarence/ Newstead Fire Chief's Association, and served on the Erie County Fire Advisory Board. Melvin worked for the Town of Amherst Central Fire Alarm Office for 9 years and was an electrician for East Amherst Fire Department as well as friends and neighbors. In his free time Melvin was the coach of the St. Mary's of Swormville men's baseball team and served as a 21-year member of the Town of Amherst Planning Board where he ensured fire safety was incorporated in development plans and upheld the values of the Town's Comprehensive Plan, and

WHEREAS Mitchel Spoth the beloved son of Melvin and Arlene Berger Spoth, honorably served the community as a member of the East Amherst Fire Department. Mitchel joined the fire company in 1982 while attending high school at Williamsville North. Mitchel was a talented athlete and was continuing his education at Erie Community College studying accounting. In 1985, Mitchel gave his life in the line of duty fighting an arson fire.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the naming of "Melvin and Mitchel Spoth Way" in recognition of the dedicated service and sacrifice of the aforementioned individuals and their contribution to the Town of Amherst, and

NOW THEREFORE BE IT FURTHER RESOLVED that the Town Board directs the Town of Amherst Highway Department to erect a sign in honor of Melvin and Mitchel Spoth, to be placed along the access road further memorializing their service to the Town of Amherst and its residents.

5/23/2022
Consent

FINANCIAL IMPACT:

None

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, Al
Planning Director

Daniel J. Ulatowski, Al
Assistant Planning Dire

Town Board Agenda of May 23, 2022

May 17, 2022

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

Subject: Proposed dedication of "Melvin & Mitchel Spoth Way" (SR-2022-01).

Honorable Members:

The Town of Amherst received a request from the Melvin Spoth family to consider naming a road after Melvin and Mitchel Spoth. Melvin Spoth was a long-time community servant who spent countless hours volunteering his time with the East Amherst Fire Department, Erie County Fire Advisory Board and the Town of Amherst Planning Board. Mel's son Mitchel was a volunteer fire fighter with East Amherst who lost his life in the line of duty fighting an arson fire.

The subject road provides access to the Amherst Fire Training Facility, it is located approximately 900 feet east of the intersection of New Road and Smith Road. The subject road is approximately 1,050 feet long and is currently not identified by any name. This road is located entirely on the 550 Smith Road parcel and serves as the access road to the Amherst Fire Training Facility (540 Smith Road), and an organics recycling business. For the subject location, please see attached sketch. This dedication will not affect addressing in the area

The Planning Department facilitated a formal review of the request with various Town departments including the Town of Amherst Assessor's Office, Building Department, Attorney's Office, Engineering Department, Highway Department, Amherst Traffic Safety Board, Town of Amherst Police Department, and the Town of Amherst Fire Dispatch.

The East Amherst Fire Department offers their full support of the request and has provided the attached letter describing their endorsement.

The application and draft resolution are attached for your consideration. Please contact Thomas Voigt, Assistant Planner at tvoigt@amherst.ny.us or Daniel Howard, AICP, Planning Director at dhoward@amherst.ny.us if you have any questions about this request.

Very truly yours,

DANIEL C. HOWARD, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Special Requests\2022\SR-2022-01 (Street Name Proposal)\SR-2022-01_TB_letter.docx
cc: Stanley Sliwa, Town Attorney
Fran Spoth, Town Clerk
Patrick Lucey, Highway Superintendent

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

Town Board Agenda of 5/23/2022

Draft Resolution
(SR-2022-01)

WHEREAS the Planning Department has received a request to name an access road after Melvin and Mitchel Spoth in recognition of their record of service to the Town of Amherst and,

WHEREAS the subject road is approximately 900 feet east of the intersection of New Road and Smith Road and approximately 1,050 feet long. This access road is located entirely on the parcel known as 550 Smith Road and serves as the access road to the Amherst Fire Training Facility (540 Smith Road) and,

WHEREAS the Planning Department has coordinated a review of the subject proposal and has been referred to the Town's various review agencies including the Town of Amherst Assessor's Office, Building Department, Attorney's Office, Engineering Department, Amherst Traffic Safety Board, Town of Amherst Police Department, and the Town of Amherst Fire Dispatch, and

WHEREAS Melvin Spoth served for 56 years with the East Amherst Fire Department serving as Chief, Assistant Chief, President and Vice President of the Board of Directors as well as Safety Police. Melvin was also a member of the Town of Amherst Fire Chief's Association, Clarence/ Newstead Fire Chief's Association, and served on the Erie County Fire Advisory Board. Melvin worked for the Town of Amherst Central Fire Alarm Office for 9 years and was an electrician for East Amherst Fire Department as well as friends and neighbors. In his free time Melvin was the coach of the St. Mary's of Swormville men's baseball team and served as a 21-year member of the Town of Amherst Planning Board where he ensured fire safety was incorporated in development plans and upheld the values of the Town's Comprehensive Plan, and

WHEREAS Mitchel Spoth the beloved son of Melvin and Arlene Berger Spoth, honorably served the community as a member of the East Amherst Fire Department. Mitchel joined the fire company in 1982 while attending high school at Williamsville North. Mitchel was a talented athlete and was continuing his education at Erie Community College studying accounting. In 1985, Mitchel gave his life in the line of duty fighting an arson fire.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the naming of "Melvin and Mitchel Spoth Way" in recognition of the dedicated service and sacrifice of the aforementioned individuals and their contribution to the Town of Amherst, and

NOW THEREFORE BE IT FURTHER RESOLVED that the Town Board directs the Town of Amherst Highway Department to erect a sign in honor of Melvin and Mitchel Spoth, to be placed along the access road further memorializing their service to the Town of Amherst and its residents.

"X:\Current_Planning\Files\Special Requests\2022\SR-2022-01 (Street Name Proposal) \SR-2022-01_draftRes.docx

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

TOWN OF AMHERST PLANNING DEPARTMENT
Application for Miscellaneous Items

File #: SR-2022-01 **Acreage** N/A **Fee $ 0**

		Fill In Applicable Fees
Determination of Substantial Change	**$ 550.00**	
Request for Abandonment of Streets or Other Town Owned Property	**$ 550.00**	
Donation of Land to the Town	**$ -0-**	
Other Proposed Street Name Dedication	**$**	
Affidavit Fee for Public Hearing	**$ 15.00**	
TOTAL FEE:		**$ 0**

Materials Received by Planning Department

RECEIVED BY DATE

Fee Paid to Town Clerk

RECEIVED BY DATE

To Be Completed By Applicant

Petitioner:

Name: Town of Amherst

Address: 5583 Main Street

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

Phone: (716) 631-7051 Fax:

E-Mail: tvoigt@amherst.ny.us

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

Name:

Address:

City State Zip Code

Phone: Fax:

E-Mail:

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

APPLICATION FOR MISCELLANEOUS ITEMS (con't)

Current Owner: Name: _____

Address: _____

_____
City State Zip Code

Phone: _____ Fax: _____

E-Mail: _____

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

Address: See attached sketch

_____

SBL No(s): _____

Project Name: Proposed street name dedication "Melvin and Mitchel Spoth Way"

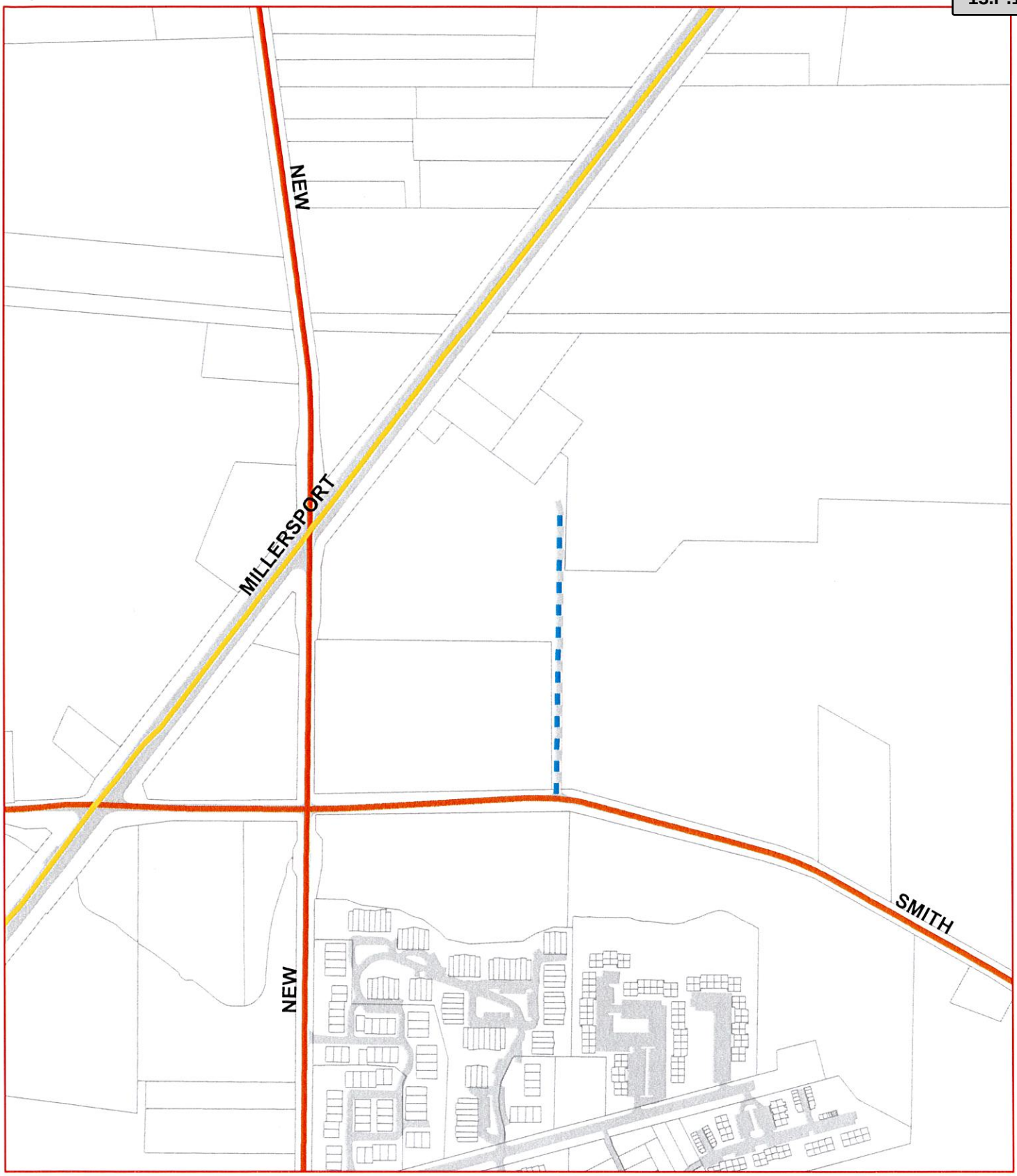
_____

_____

Project Description:

The Town of Amherst has received a request from the Spoth family to consider naming the access road after Melvin and Mitchel Spoth. Melvin Spoth was a long-time community servant who spent countless hours volunteering his time with the East Amherst Fire Department, Erie County Fire Advisory Board and the Town of Amherst Planning Board. Mel's son Mitchel was a volunteer fire fighter with East Amherst who lost his life in the line of duty fighting an arson fire. The subject road is approximately 900 feet east of the intersection of New Road and Smith Road. The subject road is approximately 1,050 feet long and is currently not identified by any name. This road is located entirely on the 550 Smith Road parcel and serves as the access road to the Amherst Fire Training Facility (540 Smith Road), and an organics recycling business.

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)



Proposed "Melvin and Mitchel Spoth Way"

Approximately 1,050 linear feet

Town of Amherst

January 25, 2022

Proposed "Melvin and Mitchel Spoth Way"

NYS Highway

Erie County Highway

Parcel Boundary

Prepared by the Town of Amherst Planning Department

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

8-24-21

To Dan Howard,

I am writing in behalf of our stellar father, Melvin J. Spoth. Dad is the youngest of 3 children of the late Victor & Lauretta Spoth, who owned "Vic Spoth Electric" back years ago.

The reason for this letter is I wish to leave his legacy by naming a near future new street in the Amherst area after his name.

Dad dedicated endless hours to his community all his life. He was a very active member of the East Amherst Fire Dept. for 56 years holding positions of Chief, Ass. Chief, on the Board of Directors, was President, Vice President and Safety Police in his later years. He also provided electrical services for the dept. as needed. Sadly, in 1985, Dad lost his middle son, Mitchel, who assisted Dad and Mitch's brother Gary, fight a arson fire, of whom the dept's baseball field is now named after in Mitchel's memory.

Dad was also a member of the Clarence/ Newstead Chief Assoc., Amherst Fire Chief's Assoc;

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

served 21 years on the Amherst Town Planning Board, was on the Erie County Fire Advisory Board and worked 9 years for the Town of Amherst Central Fire Alarm Office.

Dad also coached for the St. Mary's School (of Swormville) Mens base ball team, and also wired countless homes for friends and neighbors. Dad was a fair and honest man who always thought of others first. He was an outstanding father to the four of us children, and very dedicated and loving husband to the love of his life, the late Arlene Berger Spoth for 57 years.

I so appreciate your busy time and consideration for this request as it would mean so very much to the family.

Very Sincerely,

Karen T. Klee-Spoth
daughter

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

RECEIVED
MAY 17 2022
TOWN OF AMHERST
PLANNING DEPT.

EAST AMHERST FIRE DEPARTMENT
ORGANIZED 1919 - INCORPORATED 1927
9100 TRANSIT ROAD
EAST AMHERST, NY 14051
716.688.2121
WWW.EAFD.ORG

Amherst Town Board
5583 Main Street
Williamsville, NY 14221

May 17, 2022

Distinguished Board Members,

It is with distinct pleasure, that the East Amherst Fire Department wholeheartedly endorses and fully supports the proposed naming of an access road leading to the Fire Training Facility, after Past Chief **Melvin Spoth** and son Firefighter **Mitchel Spoth**. The Firefighter training site at 540 Smith Road, within the Town of Amherst. Is the most appropriate locale to honor and remember both men, for their dedication and service to our community.

The darkest day in the history of the East Amherst Fire Department (then Transit Fire Co.) occurred on November 3, 1984 when two volunteer firefighters, Mitchel Spoth and Frank Raquet were gravely injured while battling an arson fire in a commercial building on Transit Rd. While manning a large hoseline, on the front exterior of a retail carpet store, heavily involved in fire, an overhead parapet type facade suddenly gave out without warning. The overhang collapsed on them. Mitchel Spoth and his partner were buried alive under heavy piles of cinder block and roofing. It was a horrific and tragic scene which quickly became a Rescue Mission of two of our own!

Mitchel succumbed to his injuries on January 11, 1985, 69 days after the arson fire. Mitch was just two months shy of his 21st birthday. The fire department lost a great comrade, mentor and friend, the only *line of duty death* in our department's 103 year history. Firefighter Raquet suffered severe, life long injuries; a broken back and paralysis.

Mitch attended St. Mary's school and was part of the church community. He joined the volunteer fire company in 1982, while a senior at Williamsville North HS, At the time of his death, he was attending ECC for accounting. He was a talented athlete and excelled in baseball.

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

Each piece of our East Amherst Fire Department apparatus bears Mitchel's retired badge # 25 with his embossed initials "MES" on a gold maltese cross. A significant reminder, so we may never forget the ultimate sacrifice Mitch paid, in service to our community, as a volunteer firefighter.

In 2021 we lost Mitchel's Dad, Melvin Spoth, who was very active within our organization for nearly sixty (60) years. Chief Spoth joined in 1963 and served actively in some capacity from firematic lieutenant through captain, assistant chief and Chief's position. Additionally, he served on the administrative side, including the Board of Directors and executive side including the office of President and Board Chairman.

It is with great honor, and pride that we join you in recognition of these two greatly respected men, who contributed so generously and without reservation, to the people of the Town of Amherst. We welcome "Melvin and Mitchel Spoth Way", and look forward to commemorating its dedication for many years to come.

Sincerely,

James M. Quigley
Chief
East Amherst Fire Department

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D r

RECEIVED
MAR 14 2022
TOWN OF AMHERST
PLANNING DEPT.
TOWN OF AMHERST
PLANNING

MEMORANDUM February 4, 2022

TO: Steve Matisz, Fire Dispatcher
Jennifer Falk, Specialist Address Management System
Emily Murphy, Town Assessor
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)

FROM: Thomas J. Voigt, Assistant Planner TV

SUBJECT: Proposed Street Name Dedication, SR-2022-01

The following street name has been submitted for approval for the location shown in the attached sketch.

Would you kindly review this name for possible duplication and return your recommendations to this Department by February 27, 2022.

	RECOMMEND		
PROPOSED STREET NAME	**APPROVAL**	**DENIAL**	**REMARKS**
Melvin and Mitchel Spoth Way	✓		

Steve Matisz
Fire Dispatcher

Jennifer Falk,
Manager, Address Mgmt. System

TV/ac
Att.
X:\Current_Planning\Files\Special Requests\2022\SR-2022-01 (Street Name Proposal)\SR-2022-01_Street_Name_Approval_transmittal_012722.doc.docx
cc: Stan Sliwa, Town Attorney
Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coord. (c/o Eng.)
Garrett Hacker, ECDPW (highways)
Town of Amherst Police Department

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

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
MAR 03 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

February 4, 2022

TO: Steve Matisz, Fire Dispatcher
Jennifer Falk, Specialist Address Management System
Emily Murphy, Town Assessor
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)

FROM: Thomas J. Voigt, Assistant Planner

SUBJECT: Proposed Street Name Dedication, SR-2022-01

The following street name has been submitted for approval for the location shown in the attached sketch.

Would you kindly review this name for possible duplication and return your recommendations to this Department by February 27, 2022.

	RECOMMEND		
PROPOSED STREET NAME	**APPROVAL**	**DENIAL**	**REMARKS**
Melvin and Mitchel Spoth Way	X		

Steve Matisz
Fire Dispatcher

Jennifer Falk,
Manager, Address Mgmt. System

TV/ac
Att.
X:\Current_Planning\Files\Special Requests\2022\SR-2022-01 (Street Name Proposal)\SR-2022-01_Street_Name_Approval_transmittal_012722.doc.docx
cc: Stan Sliwa, Town Attorney
Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coord. (c/o Eng.)
Garrett Hacker, ECDPW (highways)
Town of Amherst Police Department

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AIC
Planning Director

Daniel J. Ulatowski, AIC
Assistant Planning Direc

RECEIVED
FEB 18 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM February 4, 2022

TO: Steve Matisz, Fire Dispatcher
Jennifer Falk, Specialist Address Management System
Emily Murphy, Town Assessor
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)

FROM: Thomas J. Voigt, Assistant Planner TV

SUBJECT: Proposed Street Name Dedication, SR-2022-01

The following street name has been submitted for approval for the location shown in the attached sketch.

Would you kindly review this name for possible duplication and return your recommendations to this Department by February 27, 2022.

	RECOMMEND		
PROPOSED STREET NAME	**APPROVAL**	**DENIAL**	**REMARKS**
Melvin and Mitchel Spoth Way	✓		

Steve Matisz
Fire Dispatcher

Jennifer Falk,
Manager, Address Mgmt. System

TV/ac
Att.
X:\Current_Planning\Files\Special Requests\2022\SR-2022-01 (Street Name Proposal)\SR-2022-01_Street_Name_Approval_transmittal_012722.doc.docx
cc: Stan Sliwa, Town Attorney
Building Department
Jeffrey Burroughs, Town Engineer
Chris Schregel, Traffic/Safety Coord. (c/o Eng.)
Garrett Hacker, ECDPW (highways)
Town of Amherst Police Department

Attachment: Melvin & Mitchel Spoth Way TB letter packet 052322 (RES-2022-533 : Proposed Dedication of Melvin & Mitchel Spoth Way)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25847 **RESOLUTION 2022-534** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS#3273) Central Amherst Little League Security Improvements

Town Board Agenda Item: May 23, 2022

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS#3273)**
Central Amherst Little League Security Improvements

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. This contract has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: May 23, 2022)**

5/23/2022
Consent

FINANCIAL IMPACT:

KP 2110 .2150: $2,656.46

KP 2212 .2150: $13,390.45

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

digital surveillance solutions

Tom Barillari

Amherst Police Department
480 Wehrle Drive
Amherst, NY 14226

5/2/2022

Dear Tom Barillari,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring IP video additions. Please find the following scope of work.

Scope of work:

-Provide and install 6 exterior cameras at Amherst Little League Complex.
-Provide and install rack, Exacq server and switch.
-Cable terminations.
-Add cameras and create views in Exacq.

Exclusions/Out of Scope:

-Town of Amherst to provide Sophos sd-red 20 box.
-Town of Amherst repsonsible for Verizon internet connection and connection to Town network.
-120V power.

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Amherst Police Department will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

could impact the deployment of the Access Control System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Amherst Police Department in all aspects of the project. POC responsibilities includes:

a. Serve as the interface between Digital Surveillance Solutions, Inc. and Amherst Police Department
b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
c. Schedule meeting/training rooms as necessary.
d. Work with Digital Surveillance Solutions to administer any project change orders.
e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
f. Resolve deviations from project plans that may be caused by Amherst Police Department
g. Help resolve project issues, and escalate issues within Amherst Police Department.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.
9. All electrical supply to be provided by Amherst Police Department.
10. Environmental conditions required by hardware manufacturers will be maintained by Amherst Police Department for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Amherst Police Department.
11. Amherst Police Department to collaborate with DSS on the creation of the business rules that govern the utilization of the access control system. If there is an existing system, customer will provide access database schema in csv format to expedite configuration and programming.

Terms:

1. Amherst Police Department to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock,

ramp, freight elevator, etc. Additionally, a secure location will be provided by Amherst Police Department or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Amherst Police Department assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Amherst Police Department with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Amherst Police Department is responsible for removal of old product, which may include but not limited to, door hardware, cabling, recording equipment, i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Amherst Police Department for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Amherst Police Department.

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

digital surveillance solutions

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

digital surveillance solutions

Amherst Little League Complex camera additions

Prepared For:
Tom Barillari
Amherst Police Department
480 Wehrle Drive
Amherst, NY 14226
United States
tbarillari@apdny.org

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicap@dssvideo.com
716-597-0369

Quote #	Sales Rep	State Contract
DSSQ4277	Jessica Pitarresi	PT68787

Item Number	Description		QTY	Unit Price	Total Price
1e & 2e					
01500-001	Axis	AXIS P3719-PLE	2	$1,503.06	$3,006.12
01513-001	Axis	AXIS T94N01D PENDANT KIT	2	$83.66	$167.32
5504-821	Axis	AXIS T91D61 WALL MOUNT	2	$78.96	$157.92
5017-641	Axis	AXIS T91A64 BRACKET CORNER	2	$74.26	$148.52
3e & 4e					
01596-001	Axis	AXIS P3247-LVE	2	$845.06	$1,690.12
5e & 6e					
01970-001	Axis	AXIS P3715-PLVE	2	$845.06	$1,690.12
02076-001	Axis	AXIS T94N02D Pendant Kit	2	$64.86	$129.72
5504-821	Axis	AXIS T91D61 WALL MOUNT	2	$78.96	$157.92
5017-641	Axis	AXIS T91A64 BRACKET CORNER	2	$74.26	$148.52
Rack & Switch					
SBX-7	Middle Atlantic	7SP WALL MOUNT RACK	1	$378.90	$378.90
UTR1	Middle Atlantic	1SP UNIVERSAL HALF-RACK T	1	$40.50	$40.50
USW-PRO-24-POE	Ubiquiti	UNIFI 24PORT GB SWITCH PRO	1	$698.58	$698.58
AX103114	Belden	KCONN PATCH PANEL 24-P 1U BLK	1	$41.61	$41.61

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

Item Number	Description	QTY	Unit Price	Total Price
Server				
IP04-02T-R2AL	Exacq	IP 2U recorder with 4 IP cameras licenses (64 max). exacqVision Professional server, client, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Ubuntu Linux 18.04 on SSD. HDMI, DVI-D, DisplayPort (2 max simultaneous), Dual GB NICs. Keyboard and mouse included.	1	$3,277.50	$3,277.50
EVIP-01	Exacq	PROFESSIONAL IP Camera license, per camera. Includes 1 year of software updates or 3 years (5 years on Z-Series) when purchased with an exacqVision server.	2	$159.60	$319.20
Cabling					
AX101320	Belden	CAT6+ JACK KCONN ELEC WHITE	12	$9.01	$108.12
AX102651	Belden	KCONN SIDE ENTRY BOX 1-P WHI	6	$2.95	$17.70
AC6BLU-1	Windy City Wire	1' C6 Patch Cbl Blue	6	$2.40	$14.40
71065407PR	Paige Cabling	CATEGORY 6 PATCH CABLE PURPLE 7 FOOT NON PLENUM	6	$2.60	$15.60
71065403BL	Paige Cabling	CATEGORY 6 PATCH CABLE BLUE 3 FOOT NON PLENUM	2	$1.76	$3.52
Labor					
CCTV/Surveillance Camera System	DSS Labor	Exterior camera and mount install. Adding to Exacq. Prevailing wage.	10	$130.00	$1,300.00
CCTV/Surveillance Camera System	DSS Labor	Exterior quad camera and mount install. Adding to Exacq. Prevailing wage.	8	$130.00	$1,040.00
CCTV/Surveillance Camera System	DSS Labor	Cable terminations. Prevailing wage.	1.5	$130.00	$195.00
CCTV/Surveillance Camera System	DSS Labor	Install rack, server and switch. Configure server. Prevailing wage.	4	$130.00	$520.00
Offsite Integration/Maintenance	DSS Labor	Offsite camera configuration. Create views in Exacq.	2	$130.00	$260.00
Project/Program Manager	DSS Labor	Oversees all onsite work.	4	$130.00	$520.00

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

Item Number	Description	QTY	Unit Price	Total Price

SUBTOTAL	$16,046.91
SALES TAX	$0.0
Optional Item Total	$0.0
TOTAL	$16,046.9

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors

To accept this proposal, sign here and return: _____ _____

Signature Date

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)



Digital Surveillance Solutions

Jessica Pitarresi

Apr 01, 2022

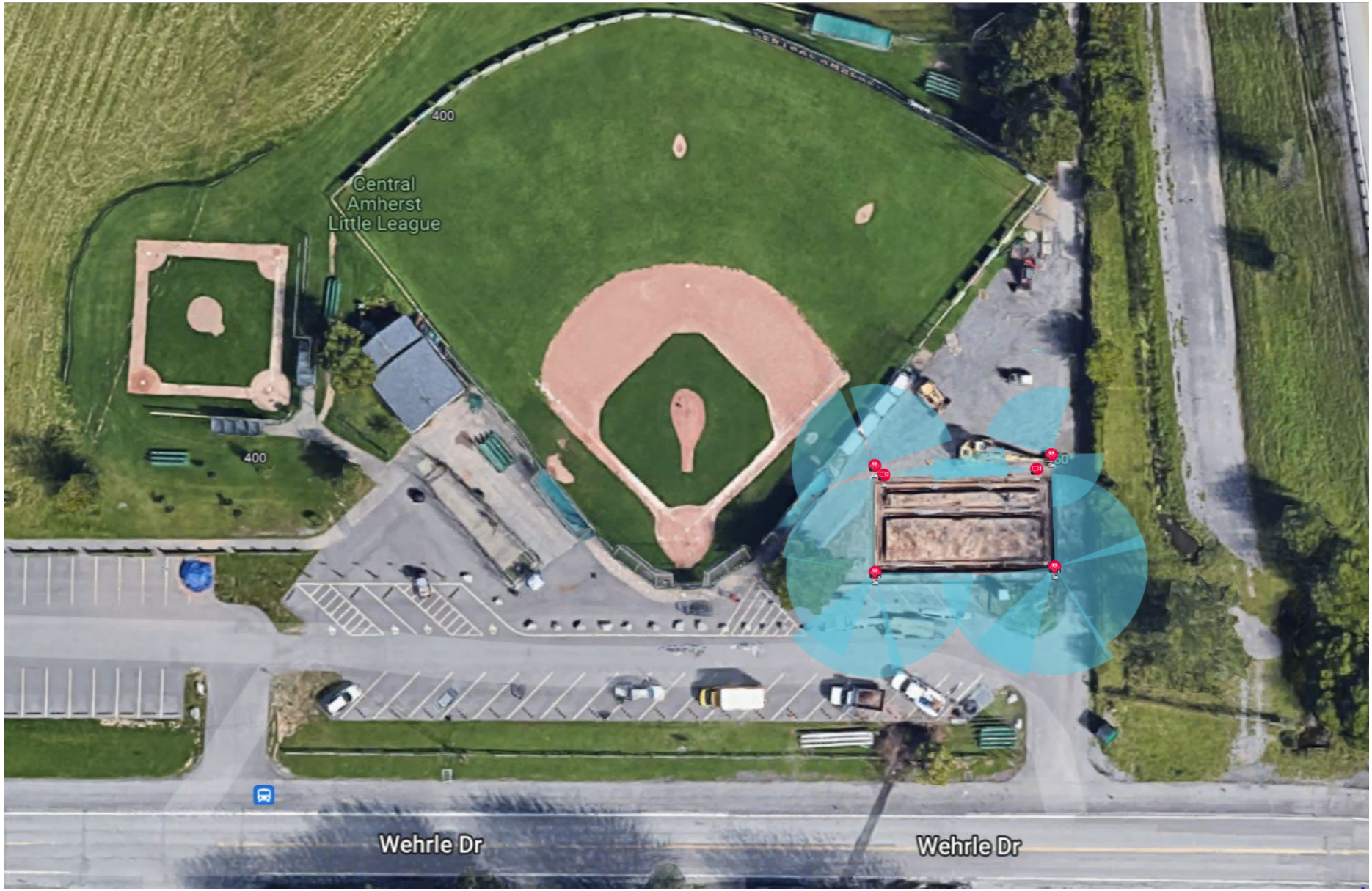
Site: Central Amherst Little League

480 Wherle Drive Amherst,NY,14226

Survey: Exterior

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

Survey Overview



Survey Layout

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central

Addendum to Contract Major Exposure

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

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

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

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

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

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

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

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

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security

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: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security

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:

Digital Surveillance Solutions, Inc.
Print Name of Company

By: Jessica Pitarresi
Signature

Jessica Pitarresi
Printed name

Date: 4/7/2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security

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: Digital Surveillance Solutions, Inc.

Signature: Jessica Pitarresi

Print Name: Jessica Pitarresi

Title: Account Manager

Date: 4/7/2022

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/2022

Sworn To Before Me This
7th Day of April, 2022

Notary Public

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security

DIGIT-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 Gugino Insurance Agency, Inc. 5707 Main Street Williamsville, NY 14221 Alayne M. Donner 716-633-1313	CONTACT NAME: Alayne M. Donner PHONE (A/C, No, Ext): 716-633-1313 FAX (A/C, No): 716-631-5770 E-MAIL ADDRESS: adonner@guginoagency.com
INSURED Digital Surveillance Solutions Inc. 485 Cayuga Road Buffalo, NY 14225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Merchants Mutual Ins. Co. — 23329 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		PHPK2381344	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	$ 1,000,0($ 100,0($ 10,0($ 1,000,0($ 3,000,0($ 3,000,0(
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP9269147	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0($ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			PHUB803802	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,0($ 5,000,0(
	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	Professional			PHSD1622602	06/01/2021	06/01/2022	Per Claim Aggregate	2,000,0(2,000,0(

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

Certificate holder is named as ad additional insured on a Primary and Non-contributory basis under the General Liability section per written contract.
Umbrella follows form, General Liability CG000010413 and PI-GLD-SGNY.

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
Alayne M. Donner

ACORD 25 (2016/03)
© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

NYSIF
New York State Insurance Fund

225 OAK STREET, BUFFALO, NEW YORK 14203-1685
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 200886315

KEEVILY SPERO-WHITELAW INC
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 2354 271-5	888059	11/01/2021 TO 11/01/2022	10/15/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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.

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 FUNI

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1475296

00000000000097715451

Form WC-CERT-NOPRINT Version 3 (08/29/2019) [WC Policy-23542715]

39

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

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)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

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
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

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
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
34078-01

3c. Policy effective period
5/1/2008 to 9/23/2022

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 9/24/2021 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY 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)

Attachment: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

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 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: DSS CALL contract for CRS routing 5.17.22 (RES-2022-534 : DSS Contract: Central Amherst Little League Security Improvements)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 25858 **RESOLUTION 2022-535** **ADOPTED**

Amendment of Resolution #2022-386 National Police Bloodhound Association Spring Training Seminar

TOWN BOARD AGENDA ITEM : MAY 23, 2022

TO: **Town Board**

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

RE: **Amendment of Resolution #2022-386**
National Police Bloodhound Association Spring Training Seminar

Kindly adopt an amendment to Resolution #2022-386, adopted April 11, 2022, to change the funding source from A 3121.4050 and A 3121 .4120 to T 2917.4002.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk ***(Agenda Item: May 23, 2022)***

5/23/2022
Consent

FINANCIAL IMPACT:

T 2917.4002: $1904.45

Total Amount remains the same as original Resolution

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

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 25846 **RESOLUTION 2022-536** **ADOPTED AS AMENDED**

Amendment to Presenter/Performer Commitment Form CRS# 3387 (Original CRS# 877)

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment to the Presenter/Performer Commitment between the Town of Amherst (Department of Senior Services) and Jim Jowsey - Pirate Dreams pending successful completion of the contract review process.

5/23/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Lavin. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimoulsy approved 4-0.

FINANCIAL IMPACT:

The cost of $600.00 per event charged to A6772-4090 and T2100-4002

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

TOWN OF AMHERST

PRESENTER/PERFORMER COMMITMENT FORM

CRS#3387

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Presenter/Performer Name: Pirate Dreams

Payment/Check payable to: Jim Jowsey

Address: 194 Humboldt Avenue

Angola, NY 14006

Program: outdoor summer concert August 15, 2018

This is a 5 **year contract.**

Start Date: 8/15/18 **Date executed below by the Center Director**

End Date: 8/15/23

Cost Per Event: $600.00

Jim Jowsey and Pirate Dreams, **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.**

Presenter/Performer Signature — Date: 6-9-18

Center Director Signature — Date: 6/19/18

Attachment: pirate dreams-05162022125149-0001 (RES-2022-536 : Amendment to Presenter/Performer Commitment Form CRS# 3387)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 25848 **RESOLUTION 2022-537** **ADOPTED**

Amendment to Xavus Solutions Contract CRS#3277 (Original CRS#2789)

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract Amendment between the Town of Amherst (Department of Senior Services) and Xavus Solutions.

5/23/2022
Consent

FINANCIAL IMPACT:

The cost of $300.00 annuallly charged to A6772-4110 for the addition of an unlimited ZOOM license.

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

AMENDMENT TO CRS #2789
between
THE TOWN OF AMHERST
and
XAVUS SOLUTIONS

This Addendum to the Software for Senior Services – My Senior Center agreement dated 30 September 2021 is entered into by and between **the Town of Amherst** ("Client") and **Xavus Solutions, Inc.** on this 3rd day of March 2022 (the "Effective Date").

Client and Xavus Solutions hereby agree as follows: addition of unlimited Zoom license for a fee of $300.00 annually.

All other terms and conditions of the Agreement will remain unchanged, valid and enforceable.

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

Date: _____

XAVUS SOLUTIONS

CHRIS HAMILTON

Date: MAY 3, 2022

Attachment: Xavus Solutions Amend-05172022112702 (RES-2022-537 : Amendment to Xavus Solutions Contrac CRS#3277 (Original

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25810 **RESOLUTION 2022-538** **ADOPTED**

Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354

Authorize the Supervisor to sign contracts between the Town of Amherst (Youth & Recreation Department) and Kim's Kicking Nails, Mack's, Hearts and Hands, Lewiston Jellies LLC, The Soul In Bloom, and Lilly Belle Meads for participation in the Farmers' Markets at Bassett Park for 2022.

5/23/2022
Consent

FINANCIAL IMPACT:

A 7145.01980; up to -$80.00 each (revenue)

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

Town of Amherst – Parks Administration
General Event Contract

RETAIL VENDOR

The Town of Amherst, Parks Administration, will host several special events in Town parks in 2022. To be considered for participation in any ***Parks Administration*** event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth Graczyk
Resource Coordinator, Parks Administration
450 Maple Road
Amherst, NY 14221
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Parks Administration, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted **after** complete application has been accepted and confirmed by the Parks Administration.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: Kim's Kicking Nails

Contact: Kimberly Moe

Address: 32 Pear Tree Ln. Lancaster, NY 14086

Email Address: Kimskickingnails@yahoo.com Phone: 716 984-234

Please give a Description of Services and/or Items to be sold:
Dry nail polish strips

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Parks Administration
General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst, Parks Administration reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Parks Administration for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required*. All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Kimberly Mac Date 2/16/22

Signature of Town Supervisor _____ Date _____

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

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

(p) (716) 631-7
(f) (716) 631-7
firesafety@amherst.ny.
amherst.ny.us/firesafety

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.

14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Kimberly Mar

Signature: Kimberly Mar

Date: 2/16/22

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

PDF-XChange Editor Click to BUY NOW! www.tracker-software.com

13.S.1.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2[illegible]

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

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

PRODUCER	CONTACT NAME: LINDA HAZLETT	
StateFarm SHEILA RADWAN 5854 CAMP RD HAMBURG, NY14075	PHONE (A/C, No, Ext): 716-649-0660	FAX (A/C, No): 716-649-0593
	E-MAIL ADDRESS: LINDA@SHEILARADWAN.NET	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Fire and Casualty Company	25143
INSURED KIMS KICKING NAILS 32 PEAR TREE LN. LANCASTER, NY 14086	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	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
				98CVM1764	10/13/2021	10/13/2022	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

PDF-XChange Editor
Click to BUY NOW!
www.tracker-software.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 98-CV-M178-4
Named Insured:
KIMBERLY L MOE DBA KIM KICKING NAILS
5583 Main Street
Willaimsville NY 14228

Name And Address Of Additional Insured Person Or Organization:
Town of Amherst
5583 Main Street
Willaimsville NY 14228

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   a. **Premises And Ongoing Operations**
      Your acts or omissions or the acts or omissions of those acting on your behalf:
      (1) In connection with your premises; or
      (2) In the performance of your ongoing operations; or
   b. **Products-Completed Operations**
      "Your work" performed for that additional insured and included in the "products-completed operations hazard".
2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.
3. Primary Insurance. The insurance afforded the additional insured shall be primary insurance. Any insurance carried by the additional insured shall be noncontributory with respect to coverage provided by you.

All other policy provisions apply.

©, Copyright, State Farm Mutual Automobile Insurance Company, 2018
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Attachment: KimsKickingNailsContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Parks Administration
General Event Contract

RETAIL VENDOR

The Town of Amherst, Parks Administration, will host several special events in Town parks in 2022. To be considered for participation in any ***Parks Administration*** event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth Graczyk
Resource Coordinator, Parks Administration
450 Maple Road
Amherst, NY 14221
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Parks Administration, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted **after** complete application has been accepted and confirmed by the Parks Administration.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: Mack's

Contact: Kaithyn Giordano

Address: 72 Brookdale Dr, Amherst NY 14221

Email Address: kasia.mack.ryann@gmail.com Phone: 716-364-8523

Please give a Description of Services and/or Items to be sold:
Granola, spice mixes, baking mixes, pudding mix, dry soup mixes, recipe cards.

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Parks Administration
General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst, Parks Administration reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Parks Administration for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Kaitlyn Giordano Date 2/11/2022

Signature of Town Supervisor _____ Date _____

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

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

(p) (716) 631-7
(f) (716) 631-71
firesafety@amherst.ny
amherst.ny.us/firesafety

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Kaitlyn Giordano

Signature: Kaitlyn Giordano

Date: 2/11/2022

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
03/14/2022

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 b endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED Mack's 72 Brookdale Dr Amherst, NY 14221	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hiscox Insurance Company Inc — 10200 **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		P100.131.826.2	03/02/2022	03/02/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The Town of Amherst is named as an additional insured on a primary and non-contributory basis. Workers compensation includes owners.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: MacksContractandCOI (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Parks Administration
General Event Contract

RETAIL VENDOR

The Town of Amherst, Parks Administration, will host several special events in Town parks in 2022. To be considered for participation in any ***Parks Administration*** event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth Graczyk
Resource Coordinator, Parks Administration
450 Maple Road
Amherst, NY 14221
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Parks Administration, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted **after** complete application has been accepted and confirmed by the Parks Administration.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: Hearts and Hands

Contact: Angelina Amalone

Address: 518 Bewley Building Lockport, NY 14094

Email Address: aamalone@heartsandhandsfia.org Phone: (716) 406-8311 ext. 102

Please give a Description of Services and/or Items to be sold:

Not selling - non-profit

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Parks Administration
General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst, Parks Administration reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Parks Administration for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 2/23/22

Signature of Town Supervisor _____ Date _____

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

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

(p) (716) 631-7
(f) (716) 631-71
firesafety@amherst.ny.
amherst.ny.us/firesafety

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Angelina Anzalone

Signature: C E C

Date: 2/23/22

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

HEAR&HA-01 JMURSZEWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2022

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 License # 1009544
Lawley, LLC
361 Delaware Avenue
Buffalo, NY 14202

CONTACT NAME: Sarah Weir
PHONE (A/C, No, Ext): (716) 636-5822 5822 FAX (A/C, No): (716) 849-8291
E-MAIL ADDRESS: sweir@lawleyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Co of NY	13730
INSURER B : Selective Insurance of America	12572
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hearts and Hands-Faith In Action, Inc.
518 Bewley Building
Lockport, NY 14094

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		S 1841719	12/11/2021	12/11/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		S 1841719	12/11/2021	12/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		S 1841719	12/11/2021	12/11/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 7265174	12/11/2021	12/11/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Professional Liab			S 1841719	12/11/2021	12/11/2022	Each Occurence	1,000,000
A	Professional Liab			S 1841719	12/11/2021	12/11/2022	Aggreagate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as additional insured on a primary non contributory basis with respect to the general, automobile & umbrella liability policies when required by an executed 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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: HeartsandHandsContract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: Lewiston Jellies LLC

Contact: James T. Malley

Address: 365 Zenn Rd. West Seneca N.Y. 14224

Email Address: malleyjames@yahoo.com Phone: 716-225-9721

Please give a Description of Services and/or Items to be sold:

Jelly, Jams, honey

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
   a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Parks Administration for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☑ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required*. All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant James T. Malloy Date 2/14/2022

Signature of Town Supervisor _____ Date _____

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Parks

. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable Codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: James T. Mallery

Signature: James T. Mallery

Date: 2/14/2022

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2022

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	CONTACT NAME: Kelly Hawerbier
THE KELLER GROUP, INC 53 Walnut St Lockport NY 14094	PHONE (A/C, No, Ext): (716) 433-2690 FAX (A/C, No): (716) 433-3185 E-MAIL ADDRESS: khawerbier@insureone.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Lewiston Jellies LLC P.O. Box 1014 West Seneca NY 14224-8014	INSURER A: Dryden Mutual Insurance ~	13919
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2221451447 **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		CFL00103441	08/26/2021	08/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG AICPA	$ 1,000,000 $ $ 1,000 $ $ 2,000,000 $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Town of Amherst is named as additional insured.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: LewistonJamsandJelliescontract (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)



AMHERST TOWN
Parks

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: The Soul In Bloom - tea apothecary

Contact: GRACIEL EVENSTAR

Address: 104 Red Oak Tr.

Email Address: thesoulinbloom@gmail.com Phone: 716-601-4970

Please give a Description of Services and/or Items to be sold:

Loose leaf, organic tea and herbal tisanes. All original blends. Tea infusers.

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
   a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required*. All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

The Soul In Bloom / Gracie Evenhart

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Gracie Ellington Date 3.10.22

Signature of Town Supervisor _____ Date _____

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

AMHERST TOWN Parks

18. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable code and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: GRACIEL EVENSTAR

Signature: Graciel Evenstar

Date: March 10th, 2022

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

EVENS-1

OP ID: MP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2021

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 E.T. Clauss & Co., Inc. 735 Delaware Ave. Buffalo, NY 14209 Ronald P. Clauss 716-886-6600	CONTACT NAME: Ronald P. Clauss PHONE (A/C, No, Ext): 716-886-6600 FAX (A/C, No): 716-886-4128 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Ins.	347
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Graciel Evenstar
DBA The Soul In Bloom
10255 Main St. Ste 11
Clarence, NY 14031

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		01SBMBE7776	07/24/2021	07/24/2022	EACH OCCURRENCE	$ 1,000,000
							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	$ 2,000,000
	X POLICY [ ] PROJECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The Town of Amherst is named as an additional insured on a primary and non-contributary bassis as required by written 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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Soul in Bloom complete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: LillyBelleMeadscomplete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: LillyBelleMeadscomplete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: Lilly Belle Meads

Contact: Patricia Marshall

Address: 11 W. Main St Lancaster, NY 14086

Email Address: lillybellemeads@gmail.com Phone: (716)462-9804

Please give a Description of Services and/or Items to be sold:

We sell hand crafted meads made from WNY honey.

Attachment: LillyBelleMeadscomplete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: LillyBelleMeadscomplete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☑ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: LillyBelleMeadscomplete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 3/22/22

Signature of Town Supervisor _____ Date _____

Attachment: LillyBelleMeadscomplete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: LillyBelleMeadscomplete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2022

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	CONTACT NAME:	Sarah Romans	
Michael D. Janiga 7000 Seneca St Elma NY 14059	PHONE (A/C, No, Ext):	(716) 655-5900	FAX (A/C, No): (716) 655-5908
	E-MAIL ADDRESS:	Sarah.Romans@American-National.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Farm Family Casualty Insurance Company	13803
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lilly-Belle Meads, LLC
6281 Broadway
Lancaster NY 14086

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 Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	3101X7795	09/30/2021	09/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 10,000	N	N	3101E2709	09/30/2021	09/30/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000. $ 1,000,000.
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The Town of Amherst is named as additional insured as per written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: LillyBelleMeadscomplete (RES-2022-538 : Market Vendors CRS #3329, #3330, #3333, #3334, #3352, #3354)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25833 **RESOLUTION 2022-539** **ADOPTED**

Market Vendors - CRS #3353, #3365, #3364, #3366, #3367

Authorize the Supervisor to sign contracts between the Town of Amherst (Youth & Recreation Department) and Kari Blueberry Creative, M&M Pickles Inc., Erika's Bead Creative, Inc., Kornerstone Coffee LLC, and Marcia Kraden (Tupperware) for participation in the Farmers' Markets at Bassett Park for 2022, pending successful completion of the contract routing process.

5/23/2022
Consent

FINANCIAL IMPACT:

A 7145.01980; up to -$80.00 each (revenue)

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

Kari Blueberry Creat... - 2022 -

AMHERST TOWN Parks

Town of Amherst – Parks Administration
General Event Contract

RETAIL VENDOR

The Town of Amherst, Parks Administration, will host several special events in Town parks in 2022. To be considered for participation in any ***Parks Administration*** event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth Graczyk
Resource Coordinator, Parks Administration
450 Maple Road
Amherst, NY 14221
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Parks Administration, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted **after** complete application has been accepted and confirmed by the Parks Administration.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: Kari Blueberry Creative

Contact: Kari Piazza

Address: 409 Sherbrooke Ave., WMSVL, NY 14221

Email Address: kari.blueberry@gmail.com Phone: (716) 830-9158

Please give a Description of Services and/or Items to be sold:

Hand painted mandala dot artistry on gifts, decor & jewelry.

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Parks Administration
General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst, Parks Administration reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN **Parks**

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Parks Administration for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN **Parks**

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Kari Ry Date 2/10/22

Signature of Town Supervisor _____ Date _____

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN
Parks

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

(p) (716) 631-7
(f) (716) 631-71
firesafety@amherst.ny.
amherst.ny.us/firesafety

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.

14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN **Parks**

. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. **Inspections must be completed prior to use or event, with all the above requirements in place.**

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Kari Piazza

Signature: Kari Piazza

Date: 2/10/22

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2022

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 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
Veracity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

CONTACT NAME: ACT Program Support
PHONE (A/C, No, Ext): (844)-520-6991 **FAX (A/C, No):** (801)-763-1374
E-MAIL ADDRESS: info@actinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Alliance Insurance Company	26832
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kari Piazza, DBA Kari Blueberry Creative
409 Sherbrooke Avenue
Williamsville NY 14221

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PL3403164-AA154334	05/01/2021	05/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ANIMAL BAILEE	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

Town of Amherst

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Copyright, ISO Properties, Inc., 2012

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2022

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 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
Veracity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

CONTACT NAME: ACT Program Support
PHONE (A/C, No, Ext): (844)-520-6991 **FAX (A/C, No):** (801)-763-1374
E-MAIL ADDRESS: info@actinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Alliance Insurance Company	26832
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kari Piazza, DBA Kari Blueberry Creative
409 Sherbrooke Avenue
Williamsville NY 14221

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PLE738522-AA183331	05/01/2022	05/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ANIMAL BAILEE	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

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

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

Town of Amherst

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Copyright, ISO Properties, Inc., 2012

Attachment: Kari Blueberry Creative complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Parks

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: M+M Pickles, Inc.

Contact: Karrie Buell

Address: 40 Deerlie Circle Williamsville NY 14221

Email Address: setyourpickleonfire@gmail.com Phone: 716-834-5549

Please give a Description of Services and/or Items to be sold:
Jarred pickles and pickled products

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
   a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Parks Administration for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Kevin Burke Date 2/25/22

Signature of Town Supervisor _____ Date _____

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Parks

. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable [illegible] and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. **Inspections must be completed prior to use or event, with all the above requirements in place.**

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Karrie Buell

Signature: Karrie Buell Date: 2/25/22

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/25/2022

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 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
Veracity Insurance Solutions, LLC.
260 South 2500 West, Suite 303
Pleasant Grove UT 84062

CONTACT NAME: FLIP Program Support
PHONE (A/C, No, Ext): (844)-520-6992 FAX (A/C, No):
E-MAIL ADDRESS: info@fliprogram.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great American Alliance Insurance Co.	26832
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
M&M Pickles, Inc.
40 Deville Circle
Williamsville NY 14221

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PLE738466-F134003	10/05/2021	10/05/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ANIMAL BAILEE	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER
Town of Amherst
5585 Main Street
Williamsville, NY 14221

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

PLE738466-F134003

CG 20 26 (Ed. 04 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

Town of Amherst

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Copyright, ISO Properties, Inc., 2012

Attachment: M&M Pickles complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Parks Administration
General Event Contract

RETAIL VENDOR

The Town of Amherst, Parks Administration, will host several special events in Town parks in 2022. To be considered for participation in any ***Parks Administration*** event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth Graczyk
Resource Coordinator, Parks Administration
5583 Main Street
Williamsville, NY 14221
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Parks Administration, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted **after** complete application has been accepted and confirmed by the Parks Administration.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: Erika's Bead Creative, Inc.

Contact: Erika Hartke

Address: 6810 Main Street, Unit 101, Williamsville, NY 14221

Email Address: erika@erikasbeadcreative.com Phone: 716-400-1055

Please give a Description of Services and/or Items to be sold:
Hand-made jewelry in styles from whimsical to sophisticated, using techniques such as knotting, wire-wrapping and bead-weaving. Materials used are semi and precious gemstones, metals and other interesting components

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Parks Administration
General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst, Parks Administration reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Parks Administration for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date _____

Signature of Town Supervisor _____ Date _____

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

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

(p) (716) 631-7
(f) (716) 631-71
firesafety@amherst.ny.
amherst.ny.us/firesafety

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Erika Hartke

Signature: Erika Hartke Date: 03/23/2022

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 03/23/2022

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 Stahlka Agency, Inc 6724 Main St Williamsville NY 14221	**CONTACT NAME:** Danea Johnson **PHONE (A/C, No, Ext):** (716) 634-7070 **FAX (A/C, No):** (716) 634-6411 **E-MAIL ADDRESS:** djohnson@emsinsurance.com
INSURED Erika's Bead Creative Inc. 6810 Main Street, Unit 101 Williamsville NY 14221-5930	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Erie Insurance Co 26263 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21-22 L **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		Q97-0784366	09/01/2021	09/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Town of Amherst is included as an Additional Insured on a Primary Noncontributory basis under the General Liability policy as required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark E. Stahlka

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: ErikasBeadCreative Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)





Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: Kornerstone Coffee LLC

Contact: Jamie Dinora

Address: 478 Montrose Ave Buffalo NY 14223

Email Address: jamie@kornerstonecoffee.com Phone: 716.830-68

Please give a Description of Services and/or Items to be sold:

Coffee, Beverages, Juices, Biscotti

3 | Page

Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
   a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☒ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☐ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, if required. All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 5/11/22

Signature of Town Supervisor _____ Date _____

Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: _____

Signature: _____ Date: _____

Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

18. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable [illegible] and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Annie Dingeo

Signature:

Date: 5/1/22

Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/12/2021

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 Slone-Melhuish Insurance 306 Spring St Jamestown NY 14701	CONTACT NAME: PHONE (A/C, No, Ext): (716) 483-1591 E-MAIL ADDRESS:	FAX (A/C, No): (716) 483-3027	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Selective Ins. Co of America		12572
	INSURER B : Selective Ins. Co. of SE		39926
	INSURER C : Selective Ins Co of NY		13730
	INSURER D :		
	INSURER E :		
	INSURER F :		
INSURED KORNERSTONE COFFEE LLC 472 MONTROSE AVE BUFFALO NY 14223-2622			

CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

COVERAGES

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	Y	S 2228824	06/28/2021	06/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	S 2395812	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 9084076	02/14/2021	02/14/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

TOWN OF AMHERST IS NAMED AS ADDITIONAL INSUED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS PER WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES AS PER WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Randall E. Graham

© 1988-2015 ACORD CORPORATION. All rights rved

The ACORD name and logo are registered marks of ACORD

Attachment: KornerstoneContract Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: Tupperware

Contact: Marcia Kraden

Address: 168 Stonham Way Wms. N.Y 14221

Email Address: Kradenmarcia@gmail.com Phone: 716-481-3855

Please give a Description of Services and/or Items to be sold:

Tupperware

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Marcia Kaden Date April 10, 2022

Signature of Town Supervisor _____ Date _____

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

AMHERST TOWN Parks

17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Marcia Kraden

Signature: Marcia Kraden

Date: April 10, 2022

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/27/2022

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	CONTACT NAME: Garett Farrugia	
Consolidated Insurance Agents, Inc. Robert E. Schaff LTD 33 Central Avenue Lancaster NY 14086-2143	PHONE (A/C, No, Ext): (716) 683-7378	FAX (A/C, No): (716) 683-3341
	E-MAIL ADDRESS: garett@schaffinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ontario Insurance Company	22870
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Marcia Kraden
168 Stoneham Way
Williamsville NY 14221

COVERAGES **CERTIFICATE NUMBER:** CL2162144696 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		15085754	04/12/2022	04/12/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The Town of Amherst is named as additional insured with respect to general liability as per 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

Garett Robert Farrugia

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Tupperware Complete (RES-2022-539 : Market Vendors - CRS #3353, #3365, #3364, #3366, #3367)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25834 **RESOLUTION 2022-540** **ADOPTED**

Market Vendors - CRS #3368, #3369, #3371, #3376, #3377

Authorize the Supervisor to sign contracts between the Town of Amherst (Youth & Recreation Department) and Weber's Maple, Mini Italias Bistro and Sweets, Anne Earne (Vinegars, Etc.), Papa's Popcorn, and Bank on Buffalo for participation in the Farmers' Markets at Bassett Park for 2022, pending successful completion of the contract routing process.

5/23/2022
Consent

FINANCIAL IMPACT:

A 7145.01980; up to -$80.00 each (revenue)

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

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: Weber's Maple Products

Contact: Dean Weber

Address: 1241 Davis Rd West Falls NY 14170

Email Address: webersgardencenter@gmail.com Phone: 716-652-2420

Please give a Description of Services and/or Items to be sold:
Maple syrup & Maple syrup products

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
   a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN **Parks**

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 4/1/2022

Signature of Town Supervisor _____ Date _____

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN Parks

18. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable [illegible] and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Dan Weber

Signature: [signature]

Date: 4/1/2022

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2022

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	**CONTACT NAME:** Amy Prusak
Stahlka Agency, Inc	**PHONE (A/C, No, Ext):** (716) 634-7070 **FAX (A/C, No):** (716) 634-6411
4250 Southwestern Blvd	**E-MAIL ADDRESS:** aprusak@emsinsurance.com
Suite 1	
Hamburg NY 14075	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Co	26263
INSURER B : Erie Insurance Company	26830
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

WEBERS MAPLE
WEBERS LANDSCAPING INC D/B/A
1241 DAVIS RD
WEST FALLS NY 14170-9732

COVERAGES **CERTIFICATE NUMBER:** 22-23 L A W U **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		Q41-5150206	05/01/2022	05/01/2023	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Q05-5140066	05/01/2022	05/01/2023	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 $ 10,000			Q29-5170101	05/01/2022	05/01/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	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		Q89-5100254	05/01/2022	05/01/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

Town of Amherst are included as an Additional Insured under the General Liability policy on a primary and non-contributory basis if required by written contract.
Workers compensation includes owners

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

Mark E. Stahlka

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Webers Maple Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: Mini Italia's Bistro & Sweets

Contact: Toni Gigante

Address: 50 Kenview Ave Buffalo NY 14217

Email Address: tgigan28@gmail.com Phone: (412) 860 8301

Please give a Description of Services and/or Items to be sold:
Will be selling homemade Breakfast Sandwiches, cooked to order on the spot, also featuring a specialty sandwich with all fresh homemade ingredients. would also offer a side SALAD, provide waters & seltzer waters & for the sweet side Homemade doughnuts

I will Not Need a generator.

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 2-11-22

Signature of Town Supervisor _____ Date _____

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN Parks

. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Toni Gigante

Signature: Toni Gigante Date: 2-11-22

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/15/2022

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 a 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

Allegiance Portfolio Services
4804 Transit Rd Upper
Depew NY 14043

CONTACT NAME: John Talatico
PHONE (A/C, NO, EXT): 716-245-6966
FAX (A/C, NO):
E-MAIL ADDRESS: john@allegianceps.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Mini Italias Bistro and Sweets
50 Kenview Ave
Buffalo, NY 14217

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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 THI 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	ADDTL 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 [ ] PROJECT [ ] LOC [ ] OTHER:	Y	N	UDC-4820618-CGL-21	4/29/2022	4/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000, $ $100, $ $10, $ $1,000, $ $2,000, $ $2,000,
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

The Town of Amherst is named as additional insured on a primary and non-contributory basis

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION

AUTHORIZED REPRESENTATIVE John Talarico

Attachment: Miniltalia complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Parks

The deadline to submit a contract and COI for 2022 Parks Administration events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks Administration staff within 30 days of each event.

For further questions with regard to 2022 Parks Administration events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst – Parks Administration
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator, Parks Administration
egraczyk@amherst.ny.us

Company Name: Vinegars Etc.

Contact: Ann Earne

Address: 19 Eagles Trace Williamsville New York 14221

Email Address: vinegarsetc@yahoo.com Phone: 7169834656

Please give a Description of Services and/or Items to be sold:

Naturally Infused Vinegars & Olive Tapenade

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Parks Administration for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☑ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, Parks Administration General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 3/1/2022

Signature of Town Supervisor _____ Date _____

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Parks

Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS. Generally 20 ft

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS. Generally 30 ft clearance

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of changes in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Ann Eame

Signature: Ann Eame

Date: 3/1/2022

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: FLIP Program Support
Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062	PHONE (A/C, No, Ext): (844)-520-6992 FAX (A/C, No): E-MAIL ADDRESS: info@fliprogram.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Great American Alliance Insurance Co. — 26832
INSURED	INSURER B:
Ann Earne, DBA Individual/DBA 19 Eagles Trace Williamsville NY 14221	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PLE738466-F149904	05/01/2022	05/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ANIMAL BAILEE	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

PLE738466-F149904 CG 20 26 (Ed. 04 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

Town of Amherst

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or

2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Copyright, ISO Properties, Inc., 2012

Attachment: Vinegers Etc. complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN Parks

The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Parks Administration will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: Papa's Popcorn

Contact: Robin Sendlbeck

Address: 6610 Goodrich Rd. Clarence Ctr NY 14032

Email Address: robinSendlbeck@yahoo.com Phone: 716 531-2109

Please give a Description of Services and/or Items to be sold:
Variety of Gourmet Popcorn
Kettle Corn
Cans of Pop & bottled Water

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN Parks

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
   a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

[X] I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

[ ] I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 5/28/22

Signature of Town Supervisor _____ Date _____

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

AMHERST TOWN Parks

17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Robin Sendlbeck

Signature: Robin Sendlbeck Date: 3/28/22

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

SEND-R1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/09/2022

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 Moses Insurance Group WWW.MOSESINSURANCE.COM 5475 Main Street Williamsville, NY 14221-6790 716-634-1212	CONTACT NAME: PHONE (A/C, No, Ext): 716-634-1212 FAX (A/C, No): 716-634-1230 E-MAIL ADDRESS:
INSURED Robin Sendlbeck dba Papa's Popcorn 6610 Goodrich Rd Clarence Center, NY 14032	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Dryden Mutual Insurance Co. — 13919 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						EACH OCCURRENCE	$ 1,000,(
	CLAIMS-MADE X OCCUR	X		CFL00089195	05/20/2022	05/20/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,(
							PERSONAL & ADV INJURY	$ 1,000,(
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,(
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,(
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	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	$

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

certificate holder is listed as additional insured.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A Moses

Attachment: PapasPopcorn Complete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a $20.00 fee, per event. Please be aware, this fee must be submitted ***after*** *complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property 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. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 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.

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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.

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.

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.

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.
damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Resource coordinator will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: BankOnBuffalo

Contact: James Reidy

Address: 827 Hopkins Rd, Amherst, NY 14221

Email Address: james.reidy@bankonbuffalo.bank Phone: 716-912-2565

Please give a Description of Services and/or Items to be sold:
Nothing to be sold - handing out free reusable tote bags

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Michael Andersen JP Date 5/5/22

Signature of Town Supervisor _____ Date _____

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Michael A Anderson

Print: _____

Signature: Michael A Anderson Date: 04/29/22

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

CNBFINA-01

13.S.3.e

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2022

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

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

PRODUCER
Helmbold & Stewart
306 E Locust Street
Clearfield, PA 16830

CONTACT NAME: Carol Ireland
PHONE (A/C, No, Ext): (814) 765-5573
FAX (A/C, No):
E-MAIL ADDRESS: carol@hsinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : The Cincinnati Indemnity Company	23280
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CNB Financial Corp, CNB Bank
BankonBuffalo
PO Box 42
Clearfield, PA 16830

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		EPP0558666	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 500, $ 5, $ 1,000, $ 3,000, $ 3,000,
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EBA0438095	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			EPP0513874	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 15,000, $ 15,000,
B	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		EWC 0415286	1/1/2022	1/1/2023	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100, $ 100, $ 500,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as an automatic additional insured as required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Carol J Ireland

Attachment: BankonBuffalocomplete (RES-2022-540 : Market Vendors - CRS #3368, #3369, #3371, #3376, #3377)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25865 **RESOLUTION 2022-541** **ADOPTED**

Registration Software - CRS #3397

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and RC Systems, Inc. for RecPro software and associated licenses, pending successful completion of the contract routing process. Also authorize a waiver of insurance as purchase is for software and internet-based services only and vendor will never be on site.

5/23/2022
Consent

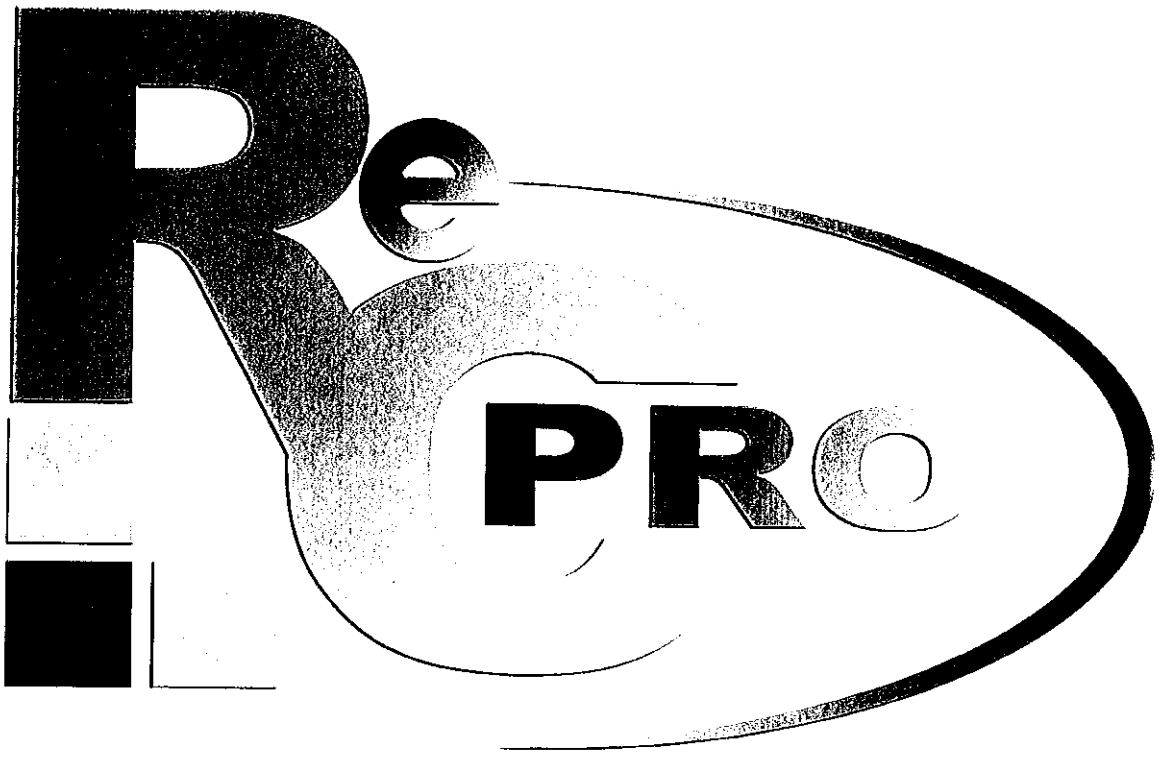
FINANCIAL IMPACT:

A 7145.4110 - $4,155.00

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

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!



ReCPro™ Parks & Recreation Management Software and Services

Support Contract

Attachment: Rec Pro 2022-2023 (RES-2022-541 : Registration Software - CRS #3397)

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

Support Contract June 1, 2022 – May 31, 2023

*The Support Contract **will** cover:*

- Phone, email and remote support to answer any questions in regards to ReCPro™. RCS will not provide support for any other software or hardware that you are using. Phone support is NOT to be used for training. If it becomes evident that your staff needs more training, we will recommend a training session with our training staff.
- Downloadable patches that will correct "bugs" that are identified by your staff or by our other customers.
- Data Maintenance to fix any corrupted data files because of power outages, system defects or user error.
- Travel expenses if on-site support is required because of an issue that can't be resolved remotely (based on mutual agreement between R.C. Systems, Inc. and your IT Department).
- ReCPro™ software upgrades throughout the year as new updates are released.

*The Support Contract **will not** cover:*

- Costs related to Training.
- Costs related to Custom Changes or the Consulting Time to discuss possible custom changes.
- Costs related to Travel if you refuse RCS remote support and on-site support is demanded by you even if the support issue could be resolved remotely.
- Support for any other software or for any hardware. We only support the "ReCPro™" software product. If you need assistance with other types of software, you will need to contact their support departments. If you need assistance with hardware, we have a separate hardware support system we could recommend.

Support will be provided during normal business hours (8:00am – 7:00pm EST) Monday through Friday. Support will not be provided on Saturday or Sunday unless arranged prior to a particular weekend at an additional charge.

ReCPro™ Support Contract requires you to provide RCS access to your system via an internet connection. This will enable us to connect directly into your computer, to aid in answering any specific questions and other related services. Without this, we may have to bill you more for your annual support contract.

RCS shall provide ongoing support and maintenance service for the ***ReCPro***™ system so long as you are current with your Annual Support Contract premiums. Within forty-five (45) to sixty (60) days of the current contract expiring, RCS will submit an invoice to your department that will include the Annual Support amount for the next 12 month coverage period. Annual Support amounts are subject to a ten percent (10%) increase every three (3) years with the first increase coming in year four (4). Payments for the Annual Support Contract are expected to be made prior to the existing coverage period expiring. In the event the City does not want to renew Annual Support, the City MUST notify RCS in writing at least thirty (30) calendar days in advance of the City's intent not to renew the Annual Support.

Attachment: Rec Pro 2022-2023 (RES-2022-541 : Registration Software - CRS #3397)

35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.recprosoftware.com

Providing Business Solutions Since 1985!

Support Contract June 1, 2022 – May 31, 2023

I have read and agree to the terms stated above.

Company Name _____

Address _____

City, State, Zip _____

Phone Number _____

Signature _____ Date _____

Printed Name _____ Title _____

R.C. Systems, Inc. Signature Dale R Geiger Date 04-11-2022

R.C. Systems, Inc. Printed Name Dale R. Geiger Title Vice-President

Annual Support Amount

ReCPro™ Support (Prices Based on 10 Users)	Support Price
ReCPro™ Support – Activity Registration, Facility Reservation, Memberships, Online Registration & Reservations, Child Care, and Payment Processing.	$3,575.00

Attachment: Rec Pro 2022-2023 (RES-2022-541 : Registration Software - CRS #3397)

RC Systems, Inc.
35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.rcsystemsinc.com

Providing Business Solutions Since 1985!

Bill To: TOWN OF AMHERST RECREATION DEPARTMENT
ATTN: ACCOUNTS PAYABLE
1615 AMHERST MANOR DR
WILLIAMSVILLE, NY 14221

INVOICE# 19170

Invoice Date: 4/11/2022
Due Date: 5/11/2022
PO#: VERBAL
Terms: NET 30 DAYS
Page: Page 1 of 1

Date Worked	Description	Quantity	Unit Price	Extension
	Annual software support contract renewal for the ReCPro Recreation Management system. This contract provides support and upgrades for the period from 06/01/22 through 05/31/23.	1.00 EA	$3,575.00	$3,575.00
	Please note for budget purposes that the annual support contract amount will be increasing to $3,925.00 when billed in April, 2023, which will cover the period June 1, 2023 - May 31, 2024. This will be the first increase in 5 years.			
	THANK YOU FOR YOUR BUSINESS		**Invoice Total:**	**$3,575.00**

Attachment: Rec Pro 2022-2023 (RES-2022-541 : Registration Software - CRS #3397)

RC Systems, Inc.
35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.rcsystemsinc.com

Providing Business Solutions Since 1985!

Bill To: TOWN OF AMHERST RECREATION DEPARTMENT
ATTN: ACCOUNTS PAYABLE
1615 AMHERST MANOR DR
WILLIAMSVILLE, NY 14221

INVOICE# 19171

Invoice Date: 8/15/2022
Due Date: 9/14/2022
PO#: VERBAL
Terms: NET 30 DAYS
Page: Page 1 of 1

Date Worked	Description	Quantity	Unit Price	Extension
	One year renewal of the web hosting for the ReCPro online registration module with InfoQuest.	1.00 EA	$330.00	$330.00

THANK YOU FOR YOUR BUSINESS

Invoice Total: $330.00

Attachment: Rec Pro 2022-2023 (RES-2022-541 : Registration Software - CRS #3397)

RC Systems, Inc.
35807 Moravian Drive
Clinton Twp., MI 48035
Ph: (586) 469-4200
Fx: (586) 469-4867
www.rcsystemsinc.com

Providing Business Solutions Since 1985!

INVOICE# 19172

Bill To: TOWN OF AMHERST RECREATION DEPARTMENT
ATTN: ACCOUNTS PAYABLE
1615 AMHERST MANOR DR
WILLIAMSVILLE, NY 14221

Invoice Date: 9/22/2022
Due Date: 10/22/2022
PO#: VERBAL
Terms: NET 30 DAYS
Page: Page 1 of 1

Date Worked	Description	Quantity	Unit Price	Extension
	One year SSL certificate renewal for secure transactions through the ReCPro online registration module.	1.00 EA	$250.00	$250.00
	THANK YOU FOR YOUR BUSINESS		**Invoice Total:**	**$250.00**

Attachment: Rec Pro 2022-2023 (RES-2022-541 : Registration Software - CRS #3397)

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: R.C. Systems, Inc.

Signature: Christopher Andrews

Print Name: Christopher S. Andrews

Title: President

Date: 04/06/22

Sworn To Before Me This

6th Day of April, 2022

Tracie Ann Geiger

Notary Public

TRACIE ANN GEIGER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Jan 15, 2028
ACTING IN COUNTY OF

Revised 4.2017

Attachment: Rec Pro 2022-2023 (RES-2022-541 : Registration Software - CRS #3397)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25868 **RESOLUTION 2022-542** **ADOPTED**

Travel Authorization

Authorize Eric Guzdek and Brad Waltz to travel to the USA Hockey National Congress in Denver, CO from 6/7-6/12/2022.

5/23/2022
Consent

FINANCIAL IMPACT:

A 7253.4040 - $2,845.70

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

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 Guzdek	**4327**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
6/7/2022	**6/12/2022**	**Denver, CO**	**Attend the USA Hockey Annual Congress at no cost to the Town of Amhest as a member of the NYSAHA Board of Directors and USA Hockey Disabled Council**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
5 # nights @			
Meals:			
IRS Per Diem Per Day **$79.00**			
1st & Last Day of Travel @75%			
4 # Breakfasts @			
2 # Breakfasts @			
4 # Lunches @			
2 # Lunches @			
4 # Dinners @			
2 # Dinners @			
6 # Incidentals @			
Registration/Conference Fee			N/A
Other			N/A
Subtotal	**$0.00**		
Contingency - 10% of subtotal or $200	**$0.00**		
TOTAL	**$0.00**		

Request Approved By:

Mary Dana Orli

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: USA Hockey National Congress (RES-2022-542 : 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
6/7/2022	**6/12/2022**	**Denver, CO**	**Attend the USA Hockey Annual Congress to support National Championship Tournament bids and USA Hockey Development Camps.**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
1 Plane/Rail/Bus	**$700.00**	A7253-4040	
Lodging:			
5 # nights @ **$250.00**	**$1,250.00**	A7253-4040	
Meals:			
IRS Per Diem Per Day **$79.00**			
1st & Last Day of Travel @75%			
4 # Breakfasts @ **$18.00**	**$72.00**	A7253-4040	
2 # Breakfasts @ **$13.50**	**$27.00**	A7253-4040	
4 # Lunches @ **$20.00**	**$80.00**	A7253-4040	
2 # Lunches @ **$15.00**	**$30.00**	A7253-4040	
4 # Dinners @ **$36.00**	**$144.00**	A7253-4040	
2 # Dinners @ **$27.00**	**$54.00**	A7253-4040	
6 # Incidentals @ **$5.00**	**$30.00**	A7253-4040	
Registration/Conference Fee	**$200.00**		
Other			
Subtotal	**$2,587.00**		N/A
Contingency - 10% of subtotal or $200	**$258.70**		N/A
TOTAL	**$2,845.70**		

Request Approved By:

May Daina Drei

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: USA Hockey National Congress (RES-2022-542 : Travel Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 25870 **RESOLUTION 2022-543** **ADOPTED**

Website Design - CRS #3398

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and 360PSG.COM for website design for the Amherst Youth & Community Coalition (formerly the Amherst Task Force for Healthy Community*Healthy Youth) under the federal Drug Free Communities grant, pending successful completion of the contract routing process. As all work will be performed remotely, also authorize a waiver of the insurance requirement.

5/23/2022
Consent

FINANCIAL IMPACT:

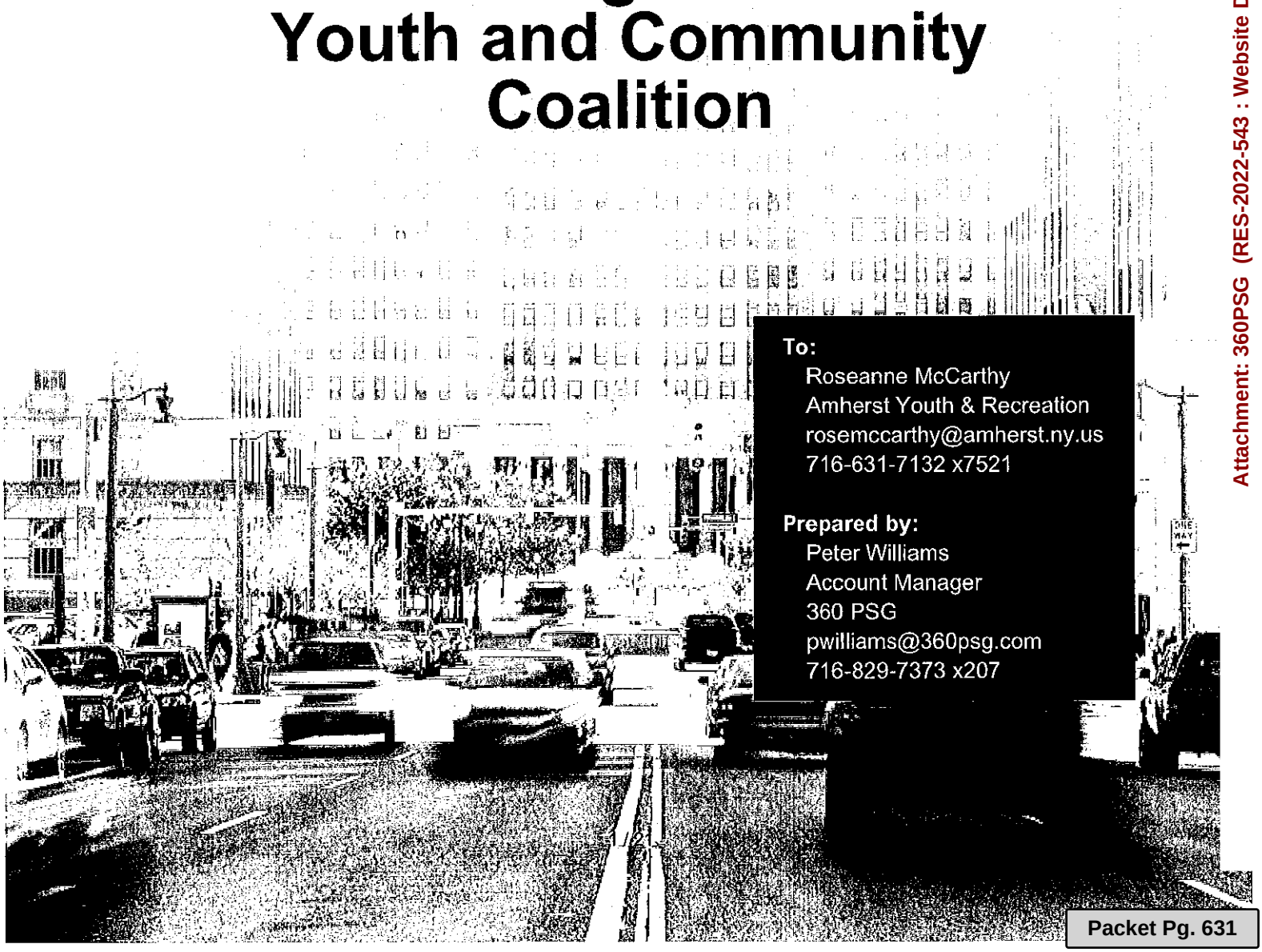
A 7257.4110 - up to $5,000.00

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

360 PSG .com

Your Web Experts

Website Design for Amherst Youth and Community Coalition



To:
Roseanne McCarthy
Amherst Youth & Recreation
rosemccarthy@amherst.ny.us
716-631-7132 x7521

Prepared by:
Peter Williams
Account Manager
360 PSG
pwilliams@360psg.com
716-829-7373 x207

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Executive Summary

Business Objectives

After conversations with Amherst Youth & Recreation, it is understood that a solution is needed that will meet the following key business objectives.

Key Business Objectives
Create the website to be a hub for interaction and information
Build credibility for the organization

Website Solution Overview

Creation of a new website that is simple to navigate with clear messaging, highlighting the goals and mission of the Amherst Youth and Community Coalition. The site needs to be built as a balance between an informational website and tool to generate donations. Based on our conversation we have identified the following as important to consider when redesigning the website:

- Intuitive organization of content
- Obvious volunteer and donate buttons
- Resources Page
- Multiple Language Options
- Multiple contact forms
- Mobile friendly (responsive)
- Easy to make edits and updates

Language Selection

Since multiple language options are a requirement for the new site, we are recommending the Gtranslate plugin. This will allow site users to select their native language for ease of use. There is a free version of this plugin with more basic options which should work for the majority of users. There are also more advanced versions with options that can be reviewed here.

Accessibility/Compliance Plugin

For ADA compliance purposes we are recommending the UserWay plugin. This allows users to select options like text size, contrast, etc. The Starter package includes the following:

- UserWay Widget - provides user-triggered enhancements
- Annual Accessibility Review (1 page, typically the homepage)

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Enhanced options are available as well.

Proposed Site Map

- Home - with donation, newsletter signup, etc.
- About - example
- Events
- Resources
- Contact

* See Appendix i for more details of services provided.

360 PSG Designed Website Examples

EPIC for Children

Lake County Republican Party

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Proposal Budget

Website Design - 360 CMS

Name	Quantity	Price	Total
Website Design			
360 Theme Design Bundle Includes all setup & Configuration of the 360 CMS System, 14 hours of creative Services, 6 hours of project management See Appendix i for more details.	1	~~$2,550~~ $2,000 $550 unit discount	$2,000
360 CMS Commerce Setup	1	$50	$50
Service Block - Overage and Customization Add a one-time service block to be used toward hourly service requirements and changes during the development of this project.	6	$110 / hour	$660
Training Service 1 hour of CMS training	1	$110 / hour	$110
√ Gtranslate Widget Integration Adding the Gtranslate widget to the website.	2	$110 / hour	$220
Content Editing Editing of client-provided content for tone, voice, grammar, etc.	4	$110 / hour	$440
Recurring Items			
360 Content Management System License & Hosting	1	$30 per month	$30
360 CMS Commerce Monthly	1	$15 per month	$15
SSL Certificate	1	$120 per year	$120
√ Domain Name Registration www.amherstyouthandcommunity.org	1	$25 per year	$25
√ Accessibility Package: Starter UserWay accessibility tools and annual accessibility review.	1	$100 per year	$100
		Total	**$3,480**
		per month	**$45**

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Name	Quantity	Price	Total
		per year	$245

Website Payment Terms

◠ 1-Time Payment with 5% discount	**$3,306**
◠ 50% deposit, 25% invoiced at 30 days, 25% invoiced at 60 days.	$1,740 + 2 x $870 = **$3,480**

Rate Card / Time & Materials

All services will be rendered on a time and materials basis. Unused time that has been paid for does not expire and may be used for future website hourly service updates.

Hourly Service Rate Card

Creative Services (Content, Web and Graphic Design, Creative Consultation, Writing)	$110/hr
Technical Services (Custom Development, Programming, Engineering and Consultation)	$150/hr
Marketing Services (SEO, Marketing, Ad Management)	$120/hr
Professional Services (Project Management, Quality Assurance)	$85/hr

All service is billed in 15 minute increments

Uniquely Qualified

360 PSG prides itself on being able to offer a powerful solution with some key qualifications that set us apart from alternative solutions.

- **Product & Service Superiority:** 360 PSG has won a Top 3 ranking from Business First comparing all digital marketing and web agencies in the region for over 10 consecutive years.
- **Customized to Your Needs:** Our solutions are not one-size-fits-all; all lead generation tactics are custom tailored to your specific operations and business objectives
- **Pricing:** Our prices reflect a significant discount on regular agency rates that are already built specifically for small business owners looking for measurable performance results
- **Technical Alignment:** 360 PSG has the capability to build and deploy ANY solution related to the web and mobile requirements of your business. We do not require you change your operations or processes to fit our solutions
- **Industry Expertise:** We have worked with almost 2,000 companies over the last 15+ years, our understanding of the driving factors to meet business results is unparalleled in the market.

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Corporate Overview

Skill Set & Capabilities
360 PSG employs a full range of in-house experts that provide business consultation, lead generation strategic development, graphic and design execution, hand-holding project management personnel, and programming gurus. If it can be done on a mobile device or the internet, 360 has the resources within to deliver and support your entire array of needs as they grow and evolve with your business.

Experience; Your Team
Our leadership team has a combined 100+ years of web-based lead generation and digital marketing solution development experience.

During this website build, you will work directly with your personal project manager **Jordan Wolf** who will work with your team for the duration of this solution. Reporting directly to **Daniel Fritz**, the company's director of operations, your project will be managed across each department to ensure a smooth, timely delivery that meets the objectives & schedule outlined.

Accomplishments & Recognition (visit http://www.360psg.com/awards for more)

- 2016 Technology Company of the Year
- Top 3 Web Service Company for 10+ years as ranked by the Business Journal Newspaper
- Top 50 Fastest Growing Companies for 5+ years
- Winner of 2019 Regional Business Ethics Award
- 4.6 Stars out of 5 on Google Reviews by our Clients

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Signature & Acceptance

This document is considered proprietary and confidential and is intended to be used only by 360 PSG and Amherst Youth & Recreation or their designated agents to potentially engage in services to be provided by 360 PSG. This document should be kept in confidence and only used internally by both parties strictly for the purposes of potentially doing business together. This document should be returned to 360 PSG, deleted, or destroyed should Amherst Youth & Recreation decide not to move forward with the proposal within 30 days of receipt.

This agreement may be executed digitally using the online acceptance tools provided with this proposal or it may be printed and executed via signature offline. The pricing quoted is valid until February 28, 2022 unless otherwise noted within and any delivery schedules are based on an acceptance of the proposal within 3 business days of February 03, 2022.

Project delivery schedules vary based on size and scope of work. Projects usually kick off within 7 business days of agreement or receipt of any initial deposit/invoice requirements. Actual delivery time may be based on changes to the scope, start date delays, non-receipt of required Company materials, approvals, or revisions sent in a timely manner, failures to communicate or respond to requests/needs, account balance accrual, or any other element outside the direct control of 360 PSG. At no time does the delivery schedule of the scope of work effect the payment schedule defined in the budget unless specifically agreed to by 360 PSG on a case-by-case basis.

Signature of Acceptance

By signing below and/or accepting the digitally agreement online, Amherst Youth & Recreation accepts and is bound by the terms and conditions of this agreement as stated within this document.

Date of Proposal : February 03, 2022

Company:
Amherst Youth & Recreation
1615 Amherst Manor Dr
Williamsville, NY 14221
United States

_____

Authorized Company Signator
Date of Acceptance : N/A

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Appendix i: Website Design Scope of Work

360 Theme Design Bundle

All our themes were designed and built by our in-house team of web designers, specifically to work seamlessly with our content management system. All the standard functionality of 360 CMS will be available to you instantly upon launch. Websites usually are launched within 4-5 weeks of kickoff.

**Individual services in bundled packages can not be separated out or swapped with any others. Additional Services can be added at the standard hourly rates.*

Includes:

- Setup and configuration of 360 CMS system
- Customized theme site design
- Home page build-out
- Population of provided content
- Project management
- Quality assurance
- Engineering services
- Stock photography up to 5 images
- Basic setup of Google Analytics

Total service budget for the package deal:

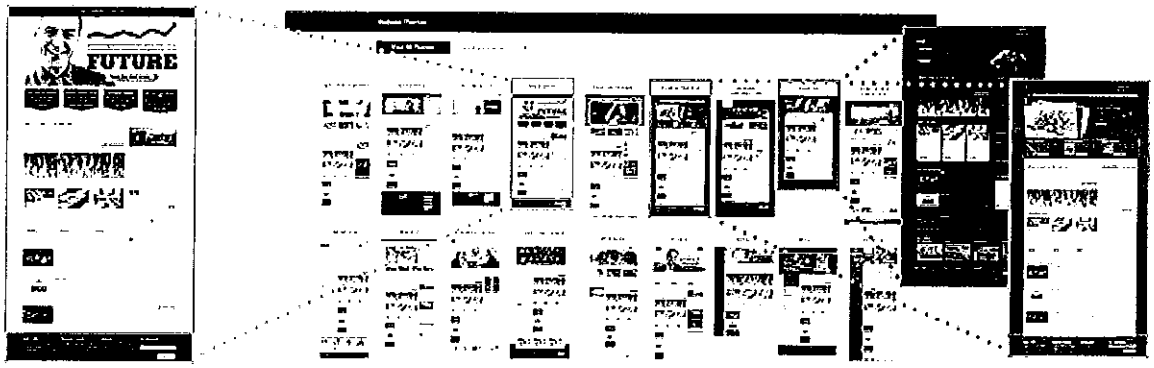
- Creative Services (Design/Content): 14 hrs.
- Professional Services (Project Mgmt/QA): 6 hrs.
- Engineering Services: 1 hrs.
- Other services listed above are set at a fixed fee

** Services are rendered on a time & material basis. All time used over the budget is billed at normal rates (See "Service Rates"). Unused hours will be credited toward future services at a 10% discount from our standard service rates.*

Customized Theme Site Design

Amherst Youth & Recreation can select (or 360 PSG will choose) one pre-built, fully responsive theme from the existing gallery of designs 360 PSG has already built. 360 PSG will take the logo and/or color choices desired and customize the selected theme to closely match the intended brand colors. Any use of imagery or custom design elements would either be provided by 360 PSG or purchased from our stock photography library. Up to 3 stock photos are included in the customization of the theme. The pre-built theme library is extremely dynamic and creates powerful variations for each individual client so your site will look like a handcrafted design right out of the gate at much more affordable entry cost.

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

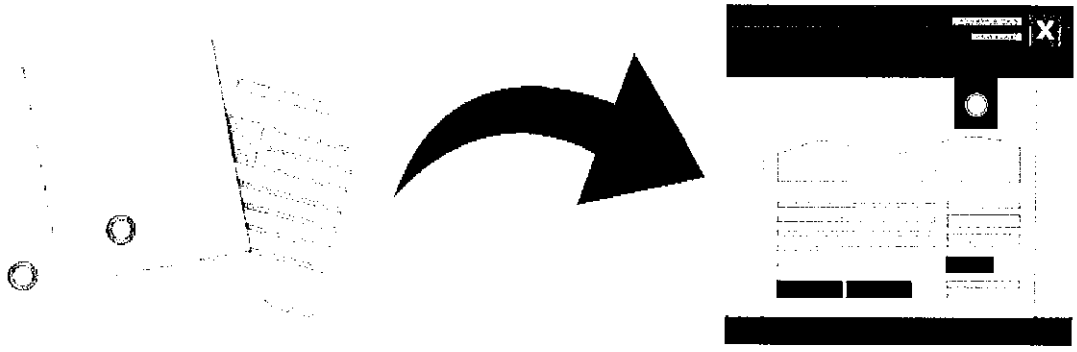


WHAT IS RESPONSIVE DESIGN?

A responsive design means that depending on the type of device the person (your visitor) is looking at the website on, it will automatically change and shift itself to best fit the content and layout for that device. This is done for large desktop monitors, smaller tablets (like iPads), and even the tiny mobile phone screens (Droids and iPhones). A responsive design removes the constant need for visitors to pinch and zoom, slide horizontally, or just squint to make out your content. The visitor does not have to do anything but visit the site at its main web address and it will shift and change automatically to present the best view for the device they are on. In today's highly mobile world, many sites are seeing upwards of 50% or more of their traffic coming from mobile and tablet devices, in fact Google has been penalizing non-responsive sites since 2016 (and rewarding those that have converted) by improving your website's search ranking when over half your visitors perform searches on their mobile devices.

Home Page Build-Out

The home page of a website is typically the key to successfully creating a first impression. It is with that in mind that the team at 360 PSG will take extra time to carefully craft the elements, content, and graphics that make the best first impression for your visitors. The team will utilize elements of your thematic graphic design to enhance the messaging you want to get out on the main page of your site.



Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

WHAT'S INCLUDED?

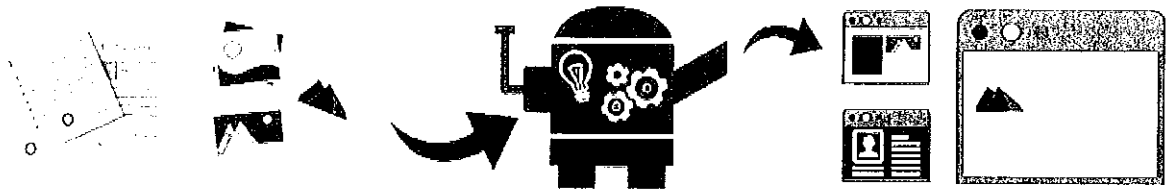
360 PSG will populate the main homepage of the website using information provided. Images and content must be delivered digitally by Amherst Youth & Recreation or added to the project through the purchase of stock photography and/or content writing services that are also available.

Custom graphical "calls-for-action" will be created on the homepage that are handcrafted to drive your visitor traffic to the target objectives you want them to complete (phone calls, lead forms, newsletter registrations, etc). The home page will receive more time then the standard content population services because it must be crafted to make a lasting first impression. Actual time used will be drawn from the projects time estimate and budget.

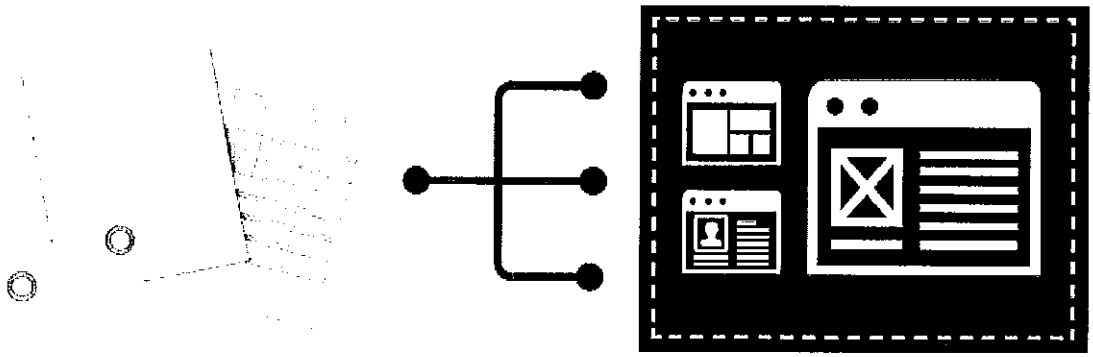
Content Population

Up To 8 Pages of Content

With every website built, you will have the ability to log into the system and add, edit, and remove as much content as you like. With our initial content population service, you don't have to spend your precious time entering it all upfront. The content population specialists at 360 PSG will take any content written for you or provided to us in digital form and build out all the pages quickly using their experience building out hundreds of previous sites.



Proper spacing, sizes, optimal code formats for the best search engine effectiveness, and image organization will be used. Once populated, the keys are turned over to you and you are free to modify, add, or change things without starting from a blank slate. Content population makes the process of launching your new site quick and professional but still leaves you with total control and no wasted time from your busy schedule.



WHAT'S INCLUDED?

360 PSG populates the content, images, links, and forms on internal website pages. This package excludes the

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

homepage which requires considerably more time for execution and is populated with more detail (the home page build out is treated independent of the "internal" content pages here). Amherst Youth & Recreation provides the content, images, and any desired specific direction/instruction for pages by using the 360 PSG content submissions tools or sending a single collection of word documents (or one master content document following the guidelines provided to them at the start of the project). All menu items are then linked up to the proper pages of content based on client specifications. Client must either provide a "tree" organization flowchart for the content, or add one of the content information architecture packages so the team knows what pages belong where and how they relate/connect/link. **All content must be provided prior to ANY population beginning.** The number of pages included in the initial population package is described in the budget with a time estimate to complete the population. Content population is tracked hourly in 15 minute increments as complexity varies greatly between pages and client needs.

Self Population

If you have the time, general skill set or staff at Amherst Youth & Recreation that would prefer to take on the efforts of populating the content yourself, you will have access to all the tools and with the assistance of the help desk team you can populate as much or as little content as you need at your own pace.



Utilizing the content management system, Amherst Youth & Recreation can populate as many pages of content as they wish. The 360 PSG team does not place any content within the pages of the website itself. You are provided support, a help desk and instructions on how to use the tools to populate and edit your own content for the website with no additional cost or time spent adding pages to your website.

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Service Block

Based on our experience working on hundreds of similar projects, one thing we have learned over the years is that you many not know exactly what you want until you start to see the living and breathing product you thought you did. We always recommend, with a project like yours, adding in a service block of additional "buffer" time that will cover some or all of the unforeseen ideas, scope changes, or additional time could not have been planned for out of the gate.



Service blocks are simply unallocated funds that are not attached to any one specific scope element in your project. This flexible usage model improves the process so we can move quickly and jump any hurdles as they come up without going back through the whole scope, proposal, formal process. Adding in this buffer means that you understand there are things you may not know you even wanted today and that working with us on your project may drum up things like "Wouldn't it be great if we added this?" or "We just found another website that has this really awesome twist we would like" or many times "We would love to enhance what we originally planned by changing this area". Having a service block in place lets us quickly scope any potential extra time needed and you can easily approve (or decline) that estimate in a couple emails or conversations instead of through a formal scope adjustment and proposal process.

360 Content Management System

The website will be built on the powerful content management system built, deployed, and supported directly by 360 PSG. The platform was created with the most modern web standards and browser capabilities in mind (including search engine optimization fundamentals, mobile device views, and more). This system also includes all the tools for you to manage your own regular website's general content. Amherst Youth & Recreation can log in at anytime from a web browser to add content, update the site, or change the look & feel of elements. All of this without having to pay or call each time for service charges or have people with web design experience in-house.

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)



Features of this CMS version included in the package are:

- Add/Edit/Update any number of content pages on the website
- Add/Edit/Update any number or reusable content blocks throughout the website
- Add/Edit/Update any number of news articles, announcements, and blog posts
- Add/Edit/Update any number of custom forms for information gathering on the website
- Add/Edit/Update any number of images, videos, documents, and more in the media library
- Add/Edit/Update any number of menus, menu items, and sub-menu drop down items
- Add/Edit/Update any number of icons that link to all social media accounts for a website
- Add/Edit/Update any number of users that can log in and manage the site's content
- All content is controlled with simple to use editing tools that are similar to Microsoft Word

SSL Certificate

A "secure socket layer certificate" known as an **SSL Certificate** is a type of file holding encryption keys that is added to a server hosting your website to verify and authenticate that a website domain is actually who they say they are as well as ensuring there is valid encryption on all the data passing back and forth between your visitors and your website. When successfully installed and active your visitors will see some form of LOCK or other type of indicator in their preferred browser letting them know that the site is secure and the SSL is configured properly.

Why Do You Need an SSL?



- **Securely encrypts data as it travels back and forth between your site and your visitors devices**
  - Including any credit card processing forms if you are using e-commerce
- **Directly impacts how well you rank on Google !!!**
- Builds and enhances your visitor trust in your brand
- Improves conversion rates for your sales or goals as visitors are expecting encrypted transaction data

SSL Certificates are renewed annually and must be setup whenever your website moves servers or hosting providers; an expired or incorrectly

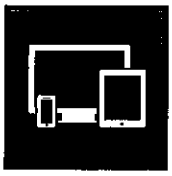
Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

configured certificate can cause major trouble when search engines or other sites create links to yours and it can be even worse if you utilize online commerce or payments on your site. It is critically important that your certificate is renewed and updated prior to its expiration date. At 360 PSG we send multiple reminders starting at 90 days prior to your expiration date to make sure it is ready to renew on time and the 360 PSG engineers handle all of the technical configuration and verification for you.

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Appendix ii: Our Capabilities

Unlike many companies in our field, 360 PSG focuses 100% of our time and resources on maximizing your digital presence. Since the company formed in 2005 we have spent every effort on becoming the experts in these web and digital fields. While our team has all the creative capability to create logos and brochures and others on the team could repair servers with the best of them, our core competencies are reflected in the following capability summary so that if you ever have a question on any of the following needs you can rest assured that 360 PSG is your first stop for dedicated and experienced team members in the following key service offerings:



MODERN RESPONSIVE WEB DESIGN

We employ specialists that stay on top of the most modern trends in website design. These team members study the progression of web browser enhancements, customer expectations and global trends that improve the visitor experience across every type of internet enabled device.



SITE PERFORMANCE AND RANKING OPTIMIZATION

Our dedicated team of ranking, traffic and conversion specialists can work with your website to improve its lead generation and search engine rankings using the latest techniques and best practices that major search engines find appealing. When want to make the most out of your existing traffic and drive in more visitors, we are here.



SOCIAL MEDIA MARKETING

The hottest trends in digital marketing are revolving around advertising on all the major social media networks like Facebook, Twitter and more. Our in-house ad specialists work with you to craft target audiences and deliver your marketing messages directly to the prospects most likely to buy from you.



SOCIAL MEDIA MANAGEMENT

In today's world of social engagement and building trust, social media business profiles are one of the top ways you can connect with prospects, referrals, and potential customers. Our team can make all your business social profiles look alive and thriving by crafting and sharing new content and engaging in social conversions.



GOOGLE & BING PPC AD MANAGEMENT

When people search for your products and services on Google/Bing you want to be driving them to your site. Our digital ad management team uses paid-click marketing techniques to drive prospects to you while working within your budget.

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)



ONLINE COMMERCE & SHOPPING SOLUTIONS

When it's time to sell products, collect donations, or simply have your service customers quickly pay their bills online... our commerce solutions are built right into the sites we create so that you can take orders online with fully integrated credit card processing and order management.



SOCIAL MEDIA BUILDING & CONTEST PROMOTIONS

Getting people to like your page or follow your tweets can be challenging. Our social team has programs to build deeper engagement, encourage existing connections to refer more people, and create buzz around building up your social media following. When you draw people to your pages with promotions, you keep the connected.



ORIGINAL ONLINE CONTENT COPY WRITING

Unless you employ writers with time to spare, your online brand could probably use some professional writers that know how web content works. By interviewing your key team members and applying decades of experience, we can draft the right words for the right pages to attract and retain visitors on your website.



EMAIL ACCOUNTS & DOMAIN NAME MANAGEMENT

Our engineering team handles thousands of email accounts and thousands more domain name registrations every year. Our email solutions work on every platform from Outlook to your mobile phone. From one email account to a thousand, one web address or a hundred; our engineers have got your back in support and service.



MOBILE APPLICATION DESIGN

It's not for everyone, but if your business calls for a native mobile "app" that can be downloaded on Apple or Android devices, we should be your first call. From simple applications that allow visitors to connect with your, to powerful tools that interact and interface with your web databases, mobile applications connect you to their phones.



CUSTOM WEB PROGRAMMING

Every business is unique and you may need to step outside the common uses for a standard website. Our in-house programming team can help built great new features that are unique to your business while being seamlessly integrated into your visitors experience online; all mixed in with the powerful tools we already have available.

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Appendix iii: Why Choose 360 PSG?

360 PSG is the premier source of new lead generation from digital media in western NY, employing dozens of full time staff in our Amherst, NY headquarters. We have ranked on the Fast Track 50 for 5 years in a row as one of the fastest growing companies in Buffalo, ranking as the #1 regional provider several years in a row. How we do it...

1. A committed focus on generating **YOU** more leads to grow your business year over year
2. Highly experienced in strategic planning and the execution of targeting **YOUR** ideal customers
3. Measurable & accountable results that never try to hide, mislead, or confuse what is happening
4. A core set of ethics and principles that every team member must live by on a daily basis



Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Appendix iv: Terms & Conditions

SERVICES

Services will include those outlined and selected items in the budget & fees section within this proposal.

COMPENSATION

Compensation is reflected in the pricing breakdown above. Unless otherwise noted, the totals reflected in this agreement are binding in full. Optional items will be included if selected at the time of acceptance by including them in the scope/fees section.

RELATIONSHIP OF PARTIES

1. 360 PSG, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. 360 PSG shall be solely responsible for and shall hold Amherst Youth & Recreation harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workmen's compensation.
2. No Agency. Amherst Youth & Recreation does not undertake by this Agreement or otherwise to perform any obligation of 360 PSG, whether by regulation or contract. In no way is 360 PSG to be construed as the agent or to be acting as the agent of Amherst Youth & Recreation in any respect, any other provisions of this Agreement notwithstanding.

INTELLECTUAL PROPERTY RIGHTS

1. Amherst Youth & Recreation will own all graphic design, site text content, images, and media files added, created, or uploaded specifically for the use on the individual website by or for this specific project.
2. 360 PSG will own the software/code rights related to the Fission Web System or CMS tool.
3. Amherst Youth & Recreation has a license to use, manage, and publish web content using the software indicated in the Scope of Work while their account is active and in good standing.
4. Any and All Software used to render the website and/or perform the services of delivering the website content in its final format to the world will remain the sole property of 360 PSG.
5. If used, the 360 PSG Fission Framework or other such application development system will remain the sole property of 360 PSG. A single usage license (not related to the ability to access source code, database structures, FTP, or other such materials used to power and operate the system) is hereby granted for the website while engaged with 360 PSG ongoing monthly support services.

TIMELY DELIVERY

1. 360 PSG shall deliver the work in the Scope of Work, to Amherst Youth & Recreation and its clients, in a timely manner without unreasonable delay if such delays are not the result of Amherst Youth & Recreation obligations.
2. Amherst Youth & Recreation agrees that delivery of the work shall be extended by any delay by Amherst Youth & Recreation to perform any required actions in a timely manner, provided that 360 PSG has promptly notified Amherst Youth & Recreation of any such delay and the consequences of such delay and 360 PSG

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

has endeavored in good faith to minimize the consequences of such delay. Notice of delay may be presented in electronic email format.

JURISDICTION / DISPUTES

This Agreement shall be governed in accordance with the laws of the State of New York. All disputes under this Agreement shall be resolved by litigation or arbitration in the State of New York (by sole decision of 360 PSG) including the federal courts therein and the Parties all consent to the jurisdiction of such authorities, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

COMPENSATION

1. The compensation stated within this agreement constitutes the fees associated specifically with the scope of work outlined within. Any and all adjustments, however trivial, to the service, requirements, and desires of the Amherst Youth & Recreation may be subject to Out of Scope fees as determined by 360 PSG.
2. Out of Scope Service Fees
    1. All services outside the scope of work will be billed at standard hourly rates
    2. All service fees have a minimum billable time of one quarter hour (15 min) for each request made in a single additional scope of work.
3. Out of Scope approvals for work may be accepted at 360 PSG's sole discretion via email, signed agreement, online software tool, or other such retainable request format. 360 PSG, at its sole discretion on a case-by-case basis may accept verbal (phone), text message, or in-person discussion as an acceptance of work. Approval of Out of Scope work (either by 360 PSG's acceptance verbally or in written form) is considered acceptance of any such fees associated with it. Barring any other form of historical record of authorization, payment by Amherst Youth & Recreation of an Out of Scope request is deemed automatic and definitive acceptance of the fees associated with the authorization of said request. 360 PSG is not responsible for Amherst Youth & Recreation's internal policies related to authorization of requests at/for 360 PSG unless 360 PSG is provided with, prior to the request being made, a specific list of people that can or cannot make such requests on behalf of Amherst Youth & Recreation.
4. Delivery dates for the Scope of Work are not reflective of the payment schedule required per this agreement and as such are treated independent of each other. Adjustments to the payment schedule that differ from this agreement are solely at the discretion of 360 PSG. At no time, unless agreed upon in writing by 360 PSG, shall any work product or deliverable status of a Scope item be linked to the terms of payment for this agreement.
5. This scope of work herein is proposed in its entirety as a legally binding acceptance of all fees for the services as defined. 360 PSG reserves the right to complete the scope of work as written and fully expects

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

Amherst Youth & Recreation to fulfill the compensation as scheduled. This agreement may only be modified, terminated, or adjusted with an acceptance of such signed by an officer of 360 PSG. Amherst Youth & Recreation acknowledges that project timeline does not reflect billing or payment due schedules and understands that management, planning, setup, front-loaded activity, and other such unbalanced divisions of the scope of work are priced and planned around 360 PSG's expected complete fulfillment of the agreed upon payment terms and amounts.

6. Late payments are subject to a 1.50% monthly finance charge for past due amounts
7. Redirecting a domain name to an alternative service provider or non-usage of a staged scope of work for delivered services does not constitute a cancellation of services

SERVICE, SUPPORT, HOSTING

1. Monthly support fees include the hosting of the website with reasonable use of bandwidth and storage space for the site itself.
2. Support is provided via an online web trouble ticket system and up to 2 hours of live phone support for usage of the licensed tools (this does not include work service hours, the support is included for instructional helpdesk needs only)
3. All system bugs for the code written by 360 PSG are warranted by 360 PSG to ensure that the software itself requires no client maintenance outside their license fees. Bugs are subject to the definition and acceptance of such by 360 PSG.
4. Additional service and support above that which is allocated is billable in 15 minute increments with a 15 minute minimum and client will be notified if such overage billing would be required prior to servicing the account. 360 PSG solely reserves the right to waive additional support fees on a case-by-case basis and any such prior waiver of fees does not constitute any guaranteed waiver of future use.

RECURRING TERMS

1. Any agreed upon item with a specified minimum recurring term must be completed in full. Payments for services deemed recurring are due one month prior to the intended execution of the recurring item.
2. After the minimum term of the agreement (which may be zero or more months as written in the scope/ payment sections), the services will be continued on a month-to-month basis at the same level of service unless terminated by Amherst Youth & Recreation prior to the next scheduled invoice. An "Out of Term" service fee may be applied at an amount no greater than $100 per service item per month in which month-to-month service continues without cancellation on services that began with a minimum term greater than zero. Month-to-month service can be cancelled at anytime prior to the scheduled start of the next service date but must be cancelled no later than 2 business days prior to the next scheduled date of service/license/hosting/ support/etc.
3. Should Amherst Youth & Recreation wish to terminate a minimum term agreement prior to the completion of its required term, 360 PSG offers an early termination fee of 50% of the remaining balance on the total recurring portion (plus total fixed fees remaining). Notice and payment of such termination exit must be received prior to midnight of the start date (usually the 1st day of the month) of the next scheduled service date, no further service will be performed past the termination date.
4. Should a specific item or items not allow for early termination clause, it will be specifically noted in the scope of work. All non-recurring items have no early termination option and are to be completed and paid for in full and 360 PSG will deliver the services as scoped for those items in a timely manner (barring any Amherst Youth & Recreation delays in obligations required to complete them).

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

5. Billing for recurring services may begin prior to the months in which the service is intended to be rendered, but in such cases 360 PSG guarantees to deliver the term quantity of recurring services so long as the account balance is in good standing.

DISCLAIMER OF WARRANTIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH HEREIN, 360 PSG DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY 360 PSG PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, PERFORMANCE RESULTS, SUBJECTIVE PERCEIVED QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

INDEMNIFICATION

Amherst Youth & Recreation agrees to indemnify and hold harmless 360 PSG and its successors, assigns, subcontractors, principals, officers, employees and agents from and against any and all claims, demands, liabilities, damages, judgments, assessments and all other forms of damage and/or relief brought against 360 PSG or its successors, assigns, subcontractors, principals, officers, employees and agents by any third party arising out of, or in any way related to the illegal or improper use by Amherst Youth & Recreation or any end-users which have procured, directly or indirectly, products or services of 360 PSG from Amherst Youth & Recreation, of any hardware, software, goods, services or any other item provided by 360 PSG pursuant to this Agreement.

LIMITATION ON LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL 360 PSG BE LIABLE TO Amherst Youth & Recreation OR ANY END-USERS WHICH HAVE PROCURED, DIRECTLY OR INDIRECTLY, PRODUCTS OR SERVICES OF 360 PSG FROM Amherst Youth & Recreation, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR A BREACH THEREOF. 360 PSG'S MAXIMUM AGGREGATE LIABILITY TO Amherst Youth & Recreation OR ANY OTHER PERSON ARISING OUT OF OR RELATED TO A BREACH OF THIS AGREEMENT SHALL BE THE LESSER OF (A) $5,000.00, OR (B) THE TOTAL AMOUNT THAT Amherst Youth & Recreation HAS PAID TO 360 PSG FOR THE SERVICES AND/OR PRODUCTS PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE APPLICABILITY OF THE FOREGOING, IN NO EVENT SHALL 360 PSG BE LIABLE TO Amherst Youth & Recreation OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM OR RELATED TO (A) ANY FAILURE OR DELAY IN THE DELIVERY OR INSTALLATION OF ANY HARDWARE AND/OR SOFTWARE OR (B) ANY FAILURE OF HARDWARE AND/OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF SALES OR ANY FAILURE IN THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT AND ANY ADDENDA HERETO.

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

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: 360 PSG

Signature: Matthew Whelen

Print Name: Matthew Whelen

Title: Vice President

Date: 4/22/2022

KATHRYN M COUCH
Notary Public - State of New York
NO. 01CO6413803
Qualified in Erie County
My Commission Expires Feb 1, 2025

Sworn To Before Me This
22 Day of April, 2022
Kathryn M
Notary Public

Revised 4.2017

Attachment: 360PSG (RES-2022-543 : Website Design - CRS #3398)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 25548 **RESOLUTION 2022-266** **TABLED (NO VOTE)**

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 unanimously approved 4-0.

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

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

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

5/9/2022
A motion to move it to Unfinished Business was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 4-0.

RESULT:	**TABLED (NO VOTE)**	**Next: 6/6/2022 7:00 PM**

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: 05/23/22 07:00 PM
Department: Councilmembers
DOC ID: 25832

COMMUNICATION 2022-45 **REFERRED**

Trash Issues

Resident(s) expresses concerns about trash pick up.

5/23/2022
Referred to Highway

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

From: Robert Kirchgessner [redacted]
Sent: Wednesday, May 4, 2022 9:00 AM
To: Kulpa, Brian J. <bkulpa@amherst.ny.us>; Lucey, Patrick G. <plucey@amherst.ny.us>; Sliwa, Stanley J. <ssliwa@amherst.ny.us>
Cc: Berger, Jacqualine <jberger@amherst.ny.us>; Bucki, Debbie <dbucki@amherst.ny.us>; Lavin, Shawn A. <slavin@amherst.ny.us>; Szukala, Michael <mszukala@amherst.ny.us>
Subject: Another week - no pick up!

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.
Good morning,

My name is Robert Kirchgessner. I live at [redacted] Amherst, NY 14226.

This is the 5th week in a row that I have yard waste out for collection and the 5th week in a row that the yard waste HAS NOT been collected!

I have called for the last three weeks to report this problem and nothing has been done!

I am beginning to wonder if someone, or some company, is getting paid for work which is not being done and whether someone, or some department, in the town is negligent in their oversight duties.

This is hardly the attentiveness, or service I would expect from a town that likes to brag about what a great place this is to live - yard waste sitting at the curb for over a month.

Robert Kirchgessner
[redacted]
Amherst, NY 14226
[redacted]

Attachment: COMMUNICATION redacted Trash Issues Meyer Rd Kirchgessner 20220523 (COM-2022-45 : Trash Issues)

-------- Original message --------
From: [redacted]
Date: 5/17/22 11:12 AM (GMT-05:00)
To: "Bucki, Debbie" <dbucki@amherst.ny.us>
Subject: a question

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.

Hello Mrs. Bucki!

I would like to know who I should contact to request a refund for some of the Town tax money I paid for services not rendered. I would like to apply this money to the cost of hiring private individuals and companies to provide these services (which is quite expensive). In the winter, I shovel the street. In the Fall I hire a company to remove leaves. In the Fall and Spring I sweep the debris collected in the street all along the curbs (Note: if there is a street cleaner, it does not come down our street, so our street is filthy). Now, I need to find a company to come and remove yard debris, since this "service" apparently no longer exists. We have piles and containers and bags of debris sitting on our lawns and in the street for a week now and no one will take it away.

Beverlee Hill

Attachment: COMMUNICATION Trash Issues B Hill redacted 20220523 (COM-2022-45 : Trash Issues)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
DOC ID: 25881

COMMUNICATION 2022-49

REFERRED

Peanut Line Trail

Resident(s) comments and input regarding the Peanut Line Trail.

5/23/2022
Referred to Planning and Engineering

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

From: Tom [redacted]
Sent: Saturday, May 14, 2022 3:58 PM
To: Berger, Jacqualine <jberger@amherst.ny.us>
Cc: [redacted]
Subject: support for Amherst Peanut Line development

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 Council member Berger,

I live on [redacted] in Amherst, about a block off the old Amherst Peanut Line rail bed. I am expressing my enthusiastic support for the development of a multi-use pedestrian/bike trail along the former "Peanut Line" rail bed, running east-west about six miles between Transit Road and the Ellicott Creek Trailway. Development of this rail bed as a multi-use pedestrian/bike trail would be a boon to area residents, providing better opportunities for exercise, and improving community dynamics. I currently have to travel over 2 and a half miles, along busy roads, to access the UB bike trail. A major regret I have had about living in northern Amherst has been an absence of easier access to biking paths, such as I had in previous living locations. There is no question that the development of this rail bed to a multi-use trail will increase property values in the area. Moreover, with the current status of the rail bed, the primary (occasional) user are teens on motorized vehicles. Having the rail bed converted to a dedicated pedestrian/bike trail would likely prevent or at least decrease use of this path by motorized vehicles.

I hope the Council will support immediate development of the pedestrian/bike trail on the "Peanut Line" rail bed. Thank you.

Sincerely,

Thomas Melendy
[redacted] Getzville.

Attachment: Attachment-29241 (COM-2022-49 : Peanut Line Trail)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
DOC ID: 25827

COMMUNICATION 2022-46

REFERRED

Notice of Claim: National Fuel Gas Distribution Corporation Vs. Town of Amherst

5/23/2022
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

NATIONAL FUEL GAS DISTRIBUTION CORPORATION
6363 Main Street
Williamsville, New York 14221

Claimant,

-vs-

TOWN OF AMHERST
Municipal Building
5583 Main Street
Williamsville, New York 14221

Defendant.

NOTICE OF CLAIM

Index No.

TO THE ABOVE NAMED DEFENDANT:

PLEASE TAKE NOTICE that NATIONAL FUEL GAS DISTRIBUTION CORPORATON (Claimant) herein hereby makes claim and demand against the TOWN OF AMHERST (Defendant), upon information and belief, as follows:

1. The name and post-office address of the Claimant is: National Fuel Gas Distribution Corporation, 6363 Main Street, Williamsville, New York 14221. The name and post office address of Claimant's attorney is: Kenneth M. Gossel, Esq., National Fuel Gas Distribution Corporation, 6363 Main Street, Williamsville, New York 14221.

2. The nature of the claim is an action for the recovery of property damage to Claimant's underground natural gas line, facilities and equipment, for gas loss, and for the cost of the repair of said underground gas line, facilities and equipment caused solely by the Defendant's failure to use reasonable care to avoid damage to Claimant's facilities and equipment and

MAY11 '22 AM 7:48 RCVD

Attachment: DOC051122-05112022091929 (COM-2022-46 : Notice of Claim: National Fuel Gas Distribution Corporation Vs. Town of Amherst)

Defendant's negligence in its installation, operation, inspection, maintenance, repair and replacement of its sewer line, which resulted in a failure of and leakage from the sewer line, which created a sink hole and which caused trespass upon and damage to Claimant's gas line, facilities, and equipment.

3. The time when, the place where and the manner in which the incidents underlying the claim arose are as follows:

(i) The incident occurred on or about February 18, 2022, at approximately 12:00 p.m., at or near 230 Campbell Blvd, Town of Amherst, County of Erie and State of New York, when Defendant's sewer line leaked and created a sink hole, which caused a trespass upon, and damage to Claimant's natural gas line, facilities and equipment, and resulting loss of gas.

4. The items of damage are property damage to Claimant's underground gas line, facilities and equipment, as detailed above, the cost of repairing said damage, and gas loss. Claim and demand is hereby presented against the Defendant for adjustment and payment. PLEASE TAKE FURTHER NOTICE that by reason of the foregoing, and upon the default of the Defendant to pay Claimant the full amount of the damages suffered by reason of the foregoing within the time limit for compliance with this demand, Claimant will institute an action against the Defendant, to recover the full amount of Claimant's damages, with interest and costs.

DATED: May 4, 2022
Williamsville, New York

Respectfully yours,
National Fuel Gas Distribution Corporation

By: _____
Patrick Kelly, Jr.
Claims Supervisor II of the Risk Department of
National Fuel Gas Distribution Corporation

Attachment: DOC051122-05112022091929 (COM-2022-46 : Notice of Claim: National Fuel Gas Distribution Corporation Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
DOC ID: 25831

COMMUNICATION 2022-47

REFERRED

Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.

5/23/2022
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

ROSEMARY LOPEZ
[redacted]

Plaintiff

SUMMONS

vs.

JOQUAN A. MACK
[redacted]

BRADLEY A. KOT
[redacted]

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228

POLICE OFFICER RYAN CONRAD
c/o TOWN OF AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228

Defendants.

MAY13'22 AM 9:26 RCVD

MAY13'22

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

Erie County is designated as the place of trial on the basis of residence of Plaintiff who resides in Getzville, New York.

DATED: Buffalo, New York
May 11, 2022

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MELISSA D. WISCHERATH, ESQ.
Attorneys for Plaintiff
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MDW: #65665.0001]

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

ROSEMARY LOPEZ,

Plaintiff,

COMPLAINT

vs.

JOQUAN A. MACK,
BRADLEY A. KOT,
TOWN OF AMHERST,
TOWN OF AMHERST POLICE DEPARTMENT and
POLICE OFFICER RYAN CONRAD,

Defendants.

Plaintiff, above named, by her attorneys LIPSITZ GREEN SCIME CAMBRIA LLP, for her Complaint against Defendants, alleges:

**AS AND FOR A FIRST CAUSE OF ACTION,
AGAINST DEFENDANTS, JOQUAN A. MACK, BRADLEY A. KOT, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and POLICE OFFICER RYAN CONRAD,
THE PLAINTIFF, ROSEMARY LOPE, ALLEGES:**

1. At the time of the incident described herein, the plaintiff, ROSEMARY LOPEZ, was a resident of the Town of Amherst located within th[redacted] and the [redacted] and is currently a resident of the [redacted] within the [redacted] and the [redacted] York.

2. Upon information and belief, at all times hereinafter mentioned, Defendant, JOQUAN A. MACK, was and still is a resident of th[redacted] located within the [redacted] nd th[redacted]

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

3. Upon information and belief, at all times hereinafter mentioned, Defendant, BRADLEY A. KOT, was and still is a resident of the [redacted] located within the [redacted] and the [redacted]

4. Upon information and belief, Defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

5. Upon information and belief, Defendant, TOWN OF AMHERST POLICE DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

6. Upon information and belief, at all times hereinafter mentioned, Defendant, POLICE OFFICER RYAN CONRAD, was and still is a resident of the Town of Amherst located within the County of Erie and the State of New York.

7. Upon information and belief, at all times hereinafter mentioned, Defendant, BRADLEY A. KOT, was the owner of a motor vehicle bearing New York State license plate number MIDMAX.

8. Upon information and belief, at all times hereinafter mentioned, Defendant, JOQUAN A. MACK, was the operator of a motor vehicle bearing New York State license plate number MIDMAX.

9. Upon information and belief, at all times hereinafter mentioned, the vehicle owned by Defendant, BRADLEY A. KOT, bearing New York State license plate number MIDMAX was operated with Defendant's implied permission and the operator of said vehicle did so with Defendant's implied consent.

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

10. On or about the 27th day of February, 2021, Plaintiff, ROSEMARY LOPEZ, was operating her vehicle on North Bailey Avenue at a point near its intersection with Amsterdam Avenue, both public highways located within the Town of Amherst, County of Erie and the State of New York, when the vehicle operated by Defendant, JOQUAN A. MACK, came into contact with the vehicle operated by Plaintiff, ROSEMARY LOPEZ. Said accident occurred during a pursuit initiated by Defendant, POLICE OFFICER RYAN CONRAD.

11. Upon information and belief, the alleged incident, hereinbefore described, was caused as a result of the negligent, careless, reckless and unlawful conduct on the part of the Defendants.

12. As a result of the alleged incident, Plaintiff, ROSEMARY LOPEZ, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expense and may incur further medical expense; was caused to be incapacitated from her usual activities and employment, and may be further incapacitated.

13. Upon information and belief, Plaintiff, ROSEMARY LOPEZ, has sustained a serious injury as defined by Section 5102 of the New York State Insurance Law, and has suffered basic economic loss as well as other economic loss as special damages.

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

14. Upon information and belief, Defendants, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, are liable for the actions of Defendant, POLICE OFFICER RYAN CONRAD, based on theory of respondeat superior.

15. This action falls within one or more of the exceptions set forth in CPLR § 1602.

16. Heretofore, and on or about the 4th day of May, 2021, a Notice of Claim was served on behalf of Plaintiff upon TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, in duplicate, which Notice of Claim sets forth the name and post office address of claimant, ROSEMARY LOPEZ, the name and post office address of her attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, together with the items of damages and injuries then known to exist, and the said Notice of Claim was served upon TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT within ninety (90) days of the date upon which the claim arose. At least thirty (30) days have elapsed since the service of the notice of claim, as aforesaid, and TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, have failed and neglected to adjust or pay the said claim.

17. As a result of the foregoing, Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE DEFENDANTS, BRADLEY A. KOT, THE PLAINTIFF, ROSEMARY LOPEZ, ALLEGES:

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

18. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "17" of this Complaint with the same force and effect as if fully set forth herein.

19. Upon information and belief, the alleged incident hereinbefore described was caused as a result of Defendant's, BRADLEY A. KOT, carelessness, negligence and recklessness in their ownership, operation and supervision of the vehicle bearing New York State license plate number MIDMAX by leaving his keys in the vehicle which allowed his vehicle to be used by a driver(s) without express permission, and by not taking the appropriate precautions to prevent it from being used by a driver(s) without express permission.

20. As a result of the alleged incident, Plaintiff, ROSEMARY LOPEZ, sustained serious injuries as hereinbefore more fully set forth.

21. As a result of the foregoing, Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST THE DEFENDANTS, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT and POLICE OFFICER RYAN CONRAD, THE PLAINTIFF, ROSEMARY LOPEZ, ALLEGES:

22. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "21" of this Complaint with the same force and effect as if fully set forth herein.

23. Upon information and belief, the alleged incident hereinbefore described was caused as a result of Defendants', TOWN OF AMHERST, TOWN OF AMHERST

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

POLICE DEPARTMENT and POLICE OFFICER RYAN CONRAD, carelessness, negligence and recklessness when they initiated a chase of the vehicle Defendant, JOQUAN A. MACK, driving. Upon information and belief, the reason the police began chasing the vehicle is because they received a call regarding a suspicious vehicle.

24. This chase was either inconsistent and against the official Chase Policy of the Defendants, TOWN OF AMHERST AND TOWN OF AMHERST POLICE DEPARTMENT and/or negligent and reckless by a failure of Defendants, TOWN OF AMHERST AND TOWN OF AMHERST POLICE DEPARTMENT for not having an official Chase Policy.

25. By initiating and/or allowing a high speed chase in a residential area for a minor offense, the Defendants, TOWN OF AMHERST AND TOWN OF AMHERST POLICE DEPARTMENT, were negligent, careless and reckless.

26. The failure of the Defendants, TOWN OF AMHERST AND TOWN OF AMHERST POLICE DEPARTMENT, to either have and/or enforce a Chase Policy constitutes negligence and recklessness on their part, which resulted in the accident at issue.

27. As a result of the alleged incident, Plaintiff, ROSEMARY LOPEZ, sustained serious injuries as hereinbefore more fully set forth.

28. As a result of the foregoing, Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST THE DEFENDANTS, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT
THE PLAINTIFF, ROSEMARY LOPEZ, ALLEGES:

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

29. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "28" of this Complaint with the same force and effect as if fully set forth herein.

30. Upon information and belief, at all times herein mentioned, Defendant, POLICE OFFICER RYAN CONRAD, was employed by Defendants, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, as a police officer.

31. Upon information and belief, the alleged incident hereinbefore described was caused as a result of the negligent, careless, reckless and unlawful conduct on the part of Defendants, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, among other things, in failing and omitting to properly train its police officers, in failing and omitting to properly and adequately screen persons with access to or authorization to use the vehicle under its ownership, in failing and omitting to properly supervise its police officers, in failing to have and/or enforce an Official Chase Policy, and in negligently hiring Defendant, POLICE OFFICER RYAN CONRAD.

32. As a result of the alleged incident, Plaintiff, ROSEMARY LOPEZ, sustained serious injuries as hereinbefore more fully set forth.

33. As a result of the foregoing, Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

**AS AND FOR A FIFTH CAUSE OF ACTION
AGAINST THE DEFENDANT, POLICE OFFICER RYAN CONRAD,
THE PLAINTIFF, ROSEMARY LOPEZ, ALLEGES:**

34. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "33" of this Complaint with the same force and effect as if fully set forth herein.

35. Upon information and belief, by pursuing Defendant, JOQUAN M. MACK, the Defendant, POLICE OFFICER RYAN CONRAD, completely disregarded the safety of others, including motor vehicle drivers and innocent by-standers.

36. Defendant, POLICE OFFICER RYAN CONRAD, knew that his pursuit could put the safety and lives of innocent people at risk, he still chased Defendant, JOQUAN M. MACK, with reckless disregard for the safety of others.

37. Defendant, POLICE OFFICER RYAN CONRAD, intentionally committed these actions in disregard of a known and/or obvious risk that was so great as to make it highly probable that harm would follow.

38. As a result of the foregoing, Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

**AS AND FOR A SIXTH CAUSE OF ACTION
AGAINST THE DEFENDANTS, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT
THE PLAINTIFF, ROSEMARY LOPEZ, ALLEGES:**

39. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "38" of this Complaint with the same force and effect as if fully set forth herein.

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

40. Defendants, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, have had both actual and constructive notice that the Town Of Amherst police officers have continually engaged in high-speed chases. Unfortunately, their collective tolerance of allowing the police to chase citizens at high rates of speed for minor offenses has resulted in serious injuries to the citizens that they have been designated to protect. The fact that the Defendants, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT, have continued to allow its officers to engage in high-speed pursuits is careless, reckless, and negligent.

41. By initiating a high-speed chase in a high-traffic area for an alleged minor offense, the Defendants, TOWN OF AMHERST and TOWN OF AMHERST POLICE DEPARTMENT were negligent, careless, and reckless. Moreover, it was foreseeable that a tragic collision could occur.

42. As a result of the foregoing, Plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, Plaintiff demands judgment against Defendants, either jointly or severally, in the First Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and in the Second Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and in the Third Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and in the Fourth Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and in the Fifth Cause of Action in an

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez Vs. Town of Amherst Et Al.)

15.4.a

amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and in the Sixth Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

DATED: Buffalo, New York
May 11, 2022

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MELISSA D. WISCHERATH, ESQ.
Attorneys for Plaintiff
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MDW: # 68665.0001]

Attachment: DOC051322-05132022110736 (COM-2022-47 : Summons and Complaint: Rosemary Lopez 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: 05/23/22 07:00 PM
Department: Town Clerk
DOC ID: 25852

COMMUNICATION 2022-48 **REFERRED**

Summons and Complaint: the Bank of New York Mellon Trust Company Et Al. Vs. Town of Amherst Et Al.

5/23/2022
Referred to Town Attorney

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

15.5.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

INDEX NO.

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, AS TRUSTEE FOR MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2002-RP2,

Plaintiff,

vs.

WANDA BELLOW, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF ELLA M. GISTAFF; ERWIN MOORE, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF ELLA M. GISTAFF; HEIRS AND DISTRIBUTEES OF THE ESTATE OF ELLA M. GISTAFF; TOWN OF AMHERST; ASSOCIATES CONSUMER DISCOUNT COMPANY; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendants.

Plaintiff designates ERIE as the place of trial situs of the real property

SUMMONS

Subject Property:
53 ANDREWS AVENUE
CHEEKTOWAGA, NY 14225

To the above named Defendants

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York) in the event the United States of America is made a party defendant, the time to answer for the said United States of America shall not expire until (60) days after service of the Summons; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

21-094682 - CoG

Drafter:Colin Gold

Attachment: DOC051822-0518202208153 9 (COM-2022-48 : Summons and Complaint: the Bank of New York Mellon Trust Company Et Al.)

15.5.a

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to the mortgage company will not stop the foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Please take further notice that any right you may have pursuant to the Fair Debt Collection Practices Act to dispute the validity or amount of the debt does not change the time within which you must answer this summons and complaint. You must follow the instructions contained in the summons even if you dispute the validity or amount of the debt.

Dated: April 11, 2022

Robertson, Anschutz, Schneid,
Crane & Partners, PLLC
Attorney for Plaintiff

BY: _____
[ ] SARA Z. BORISKIN, ESQ.
[X] ANTHONY CELLUCCI, ESQ.
[ ] LUCE PIERRE-RUSSON, ESQ.
[ ] STEPHANI A. SCHENDLINGER, ESQ.
[ ] ANNETTE SHACHTER, ESQ.
900 Merchants Concourse, Suite 310
Westbury, NY 11590
516-280-7675

21-094682 - CoG Drafter:Colin Gold

Attachment: DOC051822-05182022081539 (COM-2022-48 : Summons and Complaint: the Bank of New York Mellon Trust Company Et Al.)

FILED: ERIE COUNTY CLERK 05/03/2022 11:09 AM INDEX NO. 805258/2022
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 05/03/2022

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, AS TRUSTEE FOR MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2002-RP2,

Plaintiff,

vs.

WANDA BELLOW, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF ELLA M. GISTAFF; ERWIN MOORE, AS HEIR AND DISTRIBUTEE OF THE ESTATE OF ELLA M. GISTAFF; HEIRS AND DISTRIBUTEES OF THE ESTATE OF ELLA M. GISTAFF; TOWN OF AMHERST; ASSOCIATES CONSUMER DISCOUNT COMPANY; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; UNITED STATES OF AMERICA,

"JOHN DOE #1" through "JOHN DOE #12," the last twelve names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons or corporations, if any, having or claiming an interest in or lien upon the premises, described in the complaint,

Defendants.

INDEX NO.

COMPLAINT

Subject Property:
53 ANDREWS AVENUE
CHEEKTOWAGA, NY 14225

The complaint of the above-named plaintiff, by Robertson, Anschutz, Schneid, Crane & Partners, PLLC, its attorneys, alleges upon information and belief as follows:

1. Plaintiff is organized under the laws of the United States of America or its state of formation.

2. On October 06, 1999, ELLA M. GISTAFF duly executed and delivered a note whereby ELLA M. GISTAFF promised to pay the sum of $57,150.00 plus interest as set forth in said note. A copy of said note is annexed hereto.

3. Plaintiff, directly or through an agent has complied with all applicable laws in an attempt to establish ownership and/or possession of the subject note and the right to foreclosure of same. Plaintiff

Attachment: DOC051822-0518022081539 (COM-2022-48 : Summons and Complaint: the Bank of New York Mellon Trust Company Et Al.)

has possession and control of the original note and mortgage, which note is secured by the mortgage identified below, and the said note is either made payable to Plaintiff or is duly indorsed. To the extent that the original note or interim assignments of mortgage are lost or unavailable, Plaintiff has the right to foreclose the subject note and mortgage pursuant to New York law.

4. That to secure the payment of the sum represented by said note, ELLA M. GISTAFF, duly executed and delivered a mortgage which was recorded as follows and the mortgage tax thereon was duly paid:

Recording Date: November 15, 1999

County: ERIE

Book 12862 Page 2454

Said mortgage was assigned to Plaintiff by assignment of mortgage duly executed on a date prior to the filing of the complaint. A copy of said mortgage is annexed hereto.

5. Said mortgage secured the real property known as 53 ANDREWS AVENUE, CHEEKTOWAGA, NEW YORK 14225 and by Section 90.84, Block 3, Lot 22 together with all fixtures and articles of personal property annexed to, installed in, or used in connection with the mortgaged premises, all as is more fully set forth in said mortgage. A copy of the legal description is set forth on Schedule A annexed.

6. Said loan was modified. As evidence of the modification a Loan Modification Agreement was recorded on June 15, 2018 in Book M 13859 at Page 1065.

7. ELLA M. GISTAFF died on or about August 8, 2021.

8. Plaintiff is the owner and holder of said note and mortgage or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the said note and mortgage.

9. Plaintiff has complied with all conditions precedent contained in the mortgage, if any.

10. To the extent applicable, Plaintiff has complied with RPAPL 1304 and RPAPL 1306.

11. To the extent applicable, Plaintiff has complied with all of the provisions of Banking Law section 595-a and any rules and regulations promulgated thereunder, Banking Law sections 6-l and 6-m.

Attachment: DOC051822-0518022081539 (COM-2022-48 : Summons and Complaint: the Bank of New York Mellon Trust Company Et Al.)

12. That Defendants failed to comply with the conditions of the note and mortgage by failing to make the payment that became due on March 01, 2021 and each subsequent payment thereafter.

13. That by reason of such defaults, Plaintiff hereby declares the balance of the principal indebtedness immediately due and payable.

14. That there is now due and owing to the plaintiff, the principal sum of $41,617.31 with interest thereon from February 01, 2021, plus a deferred balance of $18,400.00, plus accumulated late charges together with any sums advanced by the plaintiff on behalf of defendant.

15. That plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and any and all future defaults under the aforesaid bond or note and mortgage, and occurring prior to the discontinuance of this action are fully paid.

16. That to protect its security afforded by said note and mortgage, it may be necessary for the plaintiff to pay taxes, assessments, water rates and insurance premiums which are, or may become liens on the mortgaged premises, and any other charges for the protection of the premises, and plaintiff hereby demands that any amounts which may be so expended shall be added to the amount of the principal sum secured by said note and mortgage, together with interest from the time of any such payment, and that the same be paid to the plaintiff from the proceeds of the foreclosure sale herein.

17. That the plaintiff alleges that no other proceedings have been had for the recovery of the mortgage indebtedness or if any such action is pending, a final judgment was not rendered in favor of Plaintiff and such action is intended to be discontinued.

18. That plaintiff further alleges that all the defendants have, or may claim to have, some interest in, or lien upon the mortgaged premises, or some part thereof, which interest or lien, if any, is subject and subordinate to the lien of the mortgage being foreclosed.

19. The description of each of the named party defendants interest is set out on Schedule "B" annexed.

Attachment: DOC051822-0518202208153 9 (COM-2022-48 : Summons and Complaint: the Bank of New York Mellon Trust Company Et Al.)

20. The interest or lien of each of the named party defendants, if any, is set forth in Schedule "C" annexed.

21. The terms of said mortgage provide that defendants shall be liable to plaintiff for reasonable attorneys' fees incurred by plaintiff to protect or enforce plaintiff's security interest in the premises.

22. That the sale of the mortgaged premises and title thereto are subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Attachment: DOC051822-0518202208153 9 (COM-2022-48 : Summons and Complaint: the Bank of New York Mellon Trust Company Et Al.)

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. The defendants and each of them, and all persons claiming under them, or any of them subsequent to the commencement of this action and the filing of the Notice of Pendency thereof, may be barred and foreclosed of all right, title, claim, lien and equity of redemption in the mortgaged premises;

B. Said mortgaged premises be sold subject to the state of facts an accurate survey will show; all covenants, restrictions, easements, agreements and reservations, if any, of record, and to any and all violations thereof; any and all building and zoning regulations, restrictions and ordinances of the municipality in which said premises are situated, and to any violations of the same, including, but not limited to, reapportionment of lot lines, and vault charges, if any; any and all orders or requirements issued by any governmental body having jurisdiction against or affecting said premises and any violation of the same; the physical condition of any building or structure on the premises as of the date of closing hereunder; rights of tenants in possession, if any; prior mortgages and judgments, if any, now liens of record; right of Redemption of United States of America, if any; rights of any defendants pursuant to CPLR Section 317, CPLR Section 2003 and CPLR Section 5015, if any; any and all Hazardous Materials in the premises including, but not limited to, flammable explosives, radioactive materials, hazardous wastes, asbestos or any material containing asbestos, and toxic substances; and other conditions as set forth in the terms of sale more particularly to be announced at the sale.

C. Said premises may be decreed to be sold in one parcel according to law subject to the various items set forth in allegations of the complaint herein;

D. The monies arising from the sale may be brought into court;

E. Plaintiff may be paid the amount due on said note and mortgage as alleged herein, together with interest to the time of such payment, together with the sums expended by plaintiff prior to and during the pendency of this action, and for thirty days after any sale demanded herein for taxes, water rates, sewer rents, assessments, insurance premiums and other necessary and essential charges or expenses in connection therewith to protect the mortgage lien, plus any sums expended for the protection or preservation of the property covered by said mortgage and note, and the amount secured thereby, with interest thereon from the time of such payment and the costs and expenses of this action including reasonable attorneys' fees so far as the amount of such monies properly applicable thereto will pay the same;

Attachment: DOC051822-0518022081539 (COM-2022-48 : Summons and Complaint: the Bank of New York Mellon Trust Company Et Al.)

FILED: ERIE COUNTY CLERK 05/03/2022 11:09 AM INDEX NO. 805258/2022
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 05/03/2022

F. The plaintiff be decreed to be the owner of any and all personal property used in connection with the said mortgaged premises, except if discharged in bankruptcy;

G. The obligors may be adjudged to pay any deficiency which may remain after applying all of said monies so applicable thereto unless the obligors were discharged in bankruptcy;

H. awarding the relief requested in the additional causes of action stated in the complaint, if any;

I. Plaintiff shall have such other and further relief or both, in the premises as shall be just and equitable.

Dated: April 11, 2022

Robertson, Anschutz, Schneid, Crane & Partners, PLLC
Attorney for Plaintiff

BY: _____
[ ] SARA Z. BORISKIN, ESQ.
[X] ANTHONY CELLUCCI, ESQ.
[ ] LUCE PIERRE-RUSSON, ESQ.
[ ] STEPHANI A. SCHENDLINGER, ESQ.
[ ] ANNETTE SHACHTER, ESQ.
900 Merchants Concourse, Suite 310
Westbury, NY 11590
516-280-7675

Attachment: DOC051822-05182022081539 (COM-2022-48 : Summons and Complaint: the Bank of New York Mellon Trust Company Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 05/23/22 07:00 PM
Department: Town Clerk
DOC ID: 25882

COMMUNICATION 2022-50 **APPROVED**

AAUW Sign Request for June 1-5, 2022

BE IT RESOLVED, the Amherst Town Board grants permission for sign fees associated with the temporary sign placement at 480 Evans Street to be waived.

5/23/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 4-0.

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

AAUW
Buffalo (NY) Branch

TOGETHER MAKING A DIFFERENCE

Empowering Women and Girls in the Western New York area since 1890!

Attachment: SUSPENSION Attach AAUW letter - request for waiver 20220523 (COM-2022-50 : AAUW Sign Request for June 1-5, 2022)

Brian J. Kulpa
Amherst Municipal Building
5583 Main St
Williamsville, NY 14221

May 23, 2022

Dear Mr Kulpa:

I am writing to request a waiver of the $130 fees for a sign permit and a temporary use permit. This year will be the 66th year for our AAUW-Buffalo Book Sale, and for at least the sixth time in the past few years we will be situated in Amherst – this year at 480 Evans Street, in the former BAC for Women. Although we have been working since mid-April to get things set up, the sale itself will be Wednesday, June 1 through Sunday, June 5.

Our intention during the sale is to have one sign directly outside our door and another near the edge of the street to direct our customers. Of course, there will also be signs in our windows.

The money raised from the book sale goes entirely to scholarships and educational programs/projects, most of which are open to the public. In addition to the community benefitting from the proceeds of the sale, it is also a means for people to purchase good books at reasonable prices and for people to turn over their "used" books to a good cause. Over 4,000 people walked through our doors during the five days of the sale in 2019 to purchase the more than 150,000 books we had available.

Please let me know if you have any questions, and I look forward to hearing from you.

Thank you.

Sincerely,

Betty Preble

Betty Preble, AAUW-Buffalo Booksale Committee member
716-440-8116 (c)

Application for TEMPORARY SIGN PERMIT

Date: 05/19/2022

Applicant Name (print): Betty Preble Phone # 716-662-0608

Applicant Signature: _____

Business Name: American Association of University Women, Buffalo Branch

Business Address: PO Box 894, Cheektowaga, NY 14225-0894

Application for a Temporary Building Permit is hereby made to display a temporary sign:

- ☐ (1) New business enterprises: (30 days max.) From _____ to _____ **$30.00 Fee**
- ☐ (2) First Anniversary of new business: (30 days max.) From _____ to _____ **$30.00 Fee**
- ☐ (3) Lost sign due to fire or other catastrophe: (30 days max.) From _____ to _____ **$30.00 Fee**
- ☐ (4) Replace sign during construction: (30 days max.) From _____ to _____ **$30.00 Fee**
- ☑ (5) Limited activities in connection with principal use or activity on the premises:
  - For 7 days: From 6/1/22 to 6/5/22 **$30.00 Fee**
  - For 14 days (counted as 2 permits): From _____ to _____ **$60.00 Fee**
- ☐ (6) Sign advertising price of merchandise: (24 SF max. face area) From _____ to _____ **$30.00 Fee**

Sign Specifications: 4 ft. high, _____ ft. long, 3 ft. wide. Area 12 sq. ft.

(Sign size: Exterior portable or temporary sign limited to 32 S.F. per face)

Type: A-frame (ground, A-frame, other)

Location: 10 feet from front property line.

20 feet from side property line.

Illumination: n/a (No animated type of lighting permitted)

Part 7-8-10-B "No more than two temporary building permits for signs shall be issued within any calendar year for any business on the premises. Temporary signs shall not be allowed within multiple developments except as provided in Items #1, #2 & #" (amended 1/16/2007)"

FOLLOWING TO BE FILLED IN BY THE BUILDING DEPARTMENT:

Authorization is (a) _____ Denied. Reason: _____

(b) _____ **Granted and subject to the following conditions:**

(1) _____

Copy: ____/Terr # ____ **Approving Inspector:** _____ **Permit #** _____

\\Amherstinfo\building\FormLibrary\BUILD\TempSign2008.doc 4/17/2008

Attachment: SUSPENSION Attach AAUW letter - request for waiver 20220523 (COM-2022-50 : AAUW Sign Request for June 1-5, 2022)