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, July 11, 2022 | **3:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Councilmember Lavin

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on July 11, 2022 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Jacqualine Berger	Town of Amherst	Deputy Supervisor	Present	
Deborah Bruch Bucki	Town of Amherst	Councilmember	Present	
Shawn Lavin	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Stanley J. Sliwa	Town of Amherst	Town Attorney	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	
Angela Rossi	Town of Amherst	Director of Economic Development	Present	
Robert McCarthy	Town of Amherst	Director of Human Resources	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Christopher P. Schregel	Town of Amherst	Traffic-Safety Coordinator	Present	
Mary Diana Pouli	Town of Amherst	Exec. Dir. of Youth & Recreation Departments	Present	

Emily Murphy	Town of Amherst	Assessor	Present	
Mark S. Berke	Town of Amherst	Building Commissioner	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	

V. MINUTES APPROVAL

1. Saturday, June 25, 2022

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

2. Monday, June 27, 2022

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

VIII. DEVELOPMENT REVIEW ACTIONS

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 (4)

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 (3)

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 comment on matters involving Amherst other than those pertinent to Public Hearings that day. Speakers will be limited to 3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 3:03 PM.

The following speakers addressed the Town Board:
Christopher Schregel, Traffic Safety Liaison - presented a brief overview of the sidewalk waiver request for 71 Thornbury Dr
Michael Mommertz, 71 Thornbury Dr. - Resolution 2022-646

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 3:18 PM.

XI. CONSENT AGENDA

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BERGER:

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-673

Town-Wide Park Improvements (Bond Resolution - $200,000)

AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 6, 2022**

RE: **Town-Wide Park Improvements**
2022-2027 C.I.P. - Project No. H-9
Bond Resolution - $200,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $200,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - July 11, 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)*
Dominic N. Creamer, General Crew Chief *(w/attachment)*

7/11/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2022-674

Town-Wide Tree Planting and Restoration (Bond Resolution - $125,000)

AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 6, 2022**

RE: **Town-Wide Tree Planting and Restoration**
2022-2027 C.I.P. - Project No. H-8
Bond Resolution - $125,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $125,000 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does ***not*** require a public hearing to be held

because the improvement is a Town improvement not involving a special district.

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - July 11, 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)*
Dominic N. Creamer, General Crew Chief *(w/attachment)*

7/11/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2022-675

Reconstruction of the Town Bike Paths (Bond Resolution - $221,400)

AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 6, 2022**

RE: **Reconstruction of the Town Bike Paths**
2022-2027 C.I.P. - Project No. H-10
Bond Resolution - $221,400

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $221,400 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - July 11, 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)*
Dominic N. Creamer, General Crew Chief *(w/attachment)*

7/11/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

4. Resolution 2022-676

Water Drainage Easement Agreement - 2425-2455 Wehrle Drive (CRS #3477)

AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 6, 2022**

RE: **Water Drainage Easement Agreement (CRS #3477)**
2425-2455 Wehrle Drive

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending: (1) successful review of the Contract Routing System; (2) satisfaction of all conditions of site plan approval; (3) applying for and obtaining a building permit once all conditions of site plan approval have been satisfied; and (4) subject to final approval by the Town Attorney's Office.

Thank you.

SJS:nmb
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - July 11, 2022**)

RESULT:	**WITHDRAWN**

B. TOWN CLERK:

1. Resolution 2022-677

Amusement License - Geico August 14Th

Request by Geico for a First Class and Third-Class Amusement License to hold a charity car and bike show at 300 Crosspoint Pkwy on Saturday August 14, 2022 from 12:00pm to 6:00pm.
Supervising Code Enforcement Officer recommends a fee of $25.00

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 mobile food vendors must have a valid Town of Amherst license and inspection sticker.
4. All temporary power must be code complaint.
5. Bathroom facility must be made available & accessible.
6. Off street parking must be available and on-site accessible parking must be maintained.
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" per the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

2. Resolution 2022-678

Amusement License - Geico August 30Th

Request by Geico for a Sixth Class Amusement License to hold a family fun day at 300 Crosspoint Pkwy on Tuesday August 30, 2022 from 6:00pm to 9:00pm.

Supervising Code Enforcement Officer recommends a fee of $50.00

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. An ABC Fire Extinguisher, minimum of 5lb. with current inspection is required at each ride.
4. All mobile food vendors must have a valid Town of Amherst license and inspection sticker.
5. All temporary power must be code complaint.
6. Bathroom facility must be made available & accessible.
7. Off street parking must be available and on-site accessible parking must be maintained.
8. Fire Department access must be maintained at all times in the event of an emergency.
9. Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
10. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

7/11/2022

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

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2022-679

Budget Transfers and Amendments

For July 11, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 7/6/2022
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:***
H8000.4240 Trucks, Tractors, Equip $13,022.42	H8000.2600 Other $13,022.42

To transfer funds for Vac-Con purchase approved on 6/27/2022.

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
N1042.05002 Em'ee Health Ins. Contribution $1,902.96	N1042.8050 Health Insurance $1,902.96

To recognize Community Development 2nd quarter employee health insurance contributions.

A7452.04389 Federal Grant Rev. $15,125.00	A7452.4025 Print / Adv. / Lease $270.00
	A7452.4100 Rentals $1,500.00
	A7452.4110 Contractual $13,355.00

To setup budget for Historical Preservation Grant for CRS#3453.

N2140.02785 Amh. HOME Rehab $4,500.00	N2140.4000 Contractual $4,500.00
N2154.02785 Amherst Admin- PI $500.00	N2154.4003 Admin $500.00

To recognize Community Development program income from 50 Groton, Amherst.

N2140.02785 Amh. HOME Rehab $4,500.00	N2140.4000 Contractual $4,500.00
N2154.02785 Amherst Admin- PI $500.00	N2154.4003 Admin $500.00
N2123.02785 CDBG & VG PI $19,504.50	N2123.4000 Contractual $19,504.50
N2125.02785 CDBG & VG Admin $4,876.12	N2125.1000 Personal Services $4,529.61
	N2125.8030 FICA $346.51

To recognize Community Development program income from 17 Emerson Dr., Amherst.

A7257.04389 Federal Grant Revenue $103,864.00	A7257.1000 Personal Services $28,310.00
	A7257.4010 Office Supplies $8,500.00
	A7257.4040 Travel $21,680.00
	A7257.4110 Contractual $42,500.00
	A7257.8030 FICA $2,166.00
	A7257.8040 Workers Comp. $708.00

To setup budget for Amherst Task Force for Healthy Community 2122, CRS#2875.

7/11/2022

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

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

G. CONTRACT COMPLIANCE:

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING:

1. Resolution 2022-680

Community Policing & Training Facility - Change Order No. 2 & Final Frey Electric CRS No. 3482

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract amount by $12,926.00. Due to supply-chain related delays, the originally specified louver screening system became unavailable and an equivalent chain-link screening option has been designed for installation by the contractor in accordance with building codes and the approved site plan for this project.

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

Thank you for considering this request for approval of the above referenced contract credit in the amount of $12,926.00.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

2. Resolution 2022-681

NARC Football Fieldhouse - Special Inspections Encorus Group CRS No. 3466

Subsequent to receiving three (3) proposals for the above referenced professional services and upon review, we recommend that Encorus Group, 23 Mechanic St, Springville, NY 14141, be awarded the attached unit prices as per the proposal summary and cost estimate in an amount not-to-exceed $6,500.00. New York State Building Code requires that an approved inspection and testing program be carried out throughout construction and documented by qualified "special inspectors".

This request has successfully completed the contract review process.

Funds are available for this contract from KP2207.4971. Thank you for considering this request.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

3. Resolution 2022-682

Northtown Center Parking Lot Expansion - Change Order No. 1 & Final Goodwin Electric Corp CRS No. 3476

We are requesting that the Town Board consider approval of the above referenced Change Order, which increases the overall contract amount by $7,120.00. During construction it was determined that the proposed location of three (3) site lighting poles needed to be relocated to avoid conflicts with existing electric wires. As such, additional PVC conduit, fittings, wire, and a quazite box shall be installed to allow for the electrical extentions. This request is contingent on successful completion of the contract review process.

Funding is available for this change order from the project bond account KP2103.4972.

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

Thank you for considering this request.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

4. Resolution 2022-683

WPCF Odor Eliminator Procurement Chemasters, Inc. CRS 3465

The Engineering Department-Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign the referenced agreement with Chemasters, Inc. This agreement is a quotation contract for odor eliminator at the WPCF with a not to exceed amount of $20,000.00 annually. The term of this contract will be from date of Town Board approval by the Town of Amherst through June 30, 2023.

Funding source for this will be G9916-4820 and 4926.

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

Thank you for considering this request.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

5. Resolution 2022-684

WPCF Disinfection and Metering System Improvements - Change Order No. 2 Frey Electric Construction Co., Inc. CRS No. 3467

Due to anticipated fabrication and delivery delays, the Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a no

cost time extension until January 31, 2023 for Frey Electric Construction Co., Inc. for the above-referenced project. There are no ancillary costs associated with this request.

Pending successful completion of the contract approval procedure, may we have your approval to award Frey Electric Construction Co., Inc. the above referenced Change Order?

Thank you for considering this request.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2022-685

Authorize Supervisor to Sign Contract to Piggyback SHI International Corp for GPS Solutions CRS #3119

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the NYS contract with SHI International Corporation for Information Technology Umbrella contract - Distributor Based software and hardware for GPS units for Highway trucks.

The SHI International is under NYS OGS Contract Award # 22876, Contract # PD67647, Group # 73600 for the period from December 7, 2016 through December 6, 2026.

The Silent Passenger Subscription service includes web based data hosing, technical support, automatic upgrades, on demand historical location reporting, iphone application access via INTELLISHIFT for the period of 1/1/2022 through 12/06/2026.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract subject to the Contract Routing System (CRS # 3119) and the approval of the Town Attorney.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Resolution 2022-686

Town Wide Organics Management Partnership CRS #3480

NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst is approved to enter into a Partnership with NOCO Enterprises LLC (DBA Buffalo River Compost), 2440 Sheridan Drive, Tonawanda, NY 14150 for Organics Management Partnership.

Whereas, the Town of Amherst agrees that the contract includes Composting Services for the capability and experience with habitat restoration, environmental consulting and remediation.

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this five (5) year contract subject to the Contract Routing System (CRS #3480) and the approval of the Town Attorney.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

3. Resolution 2022-687

Approval to Sign Petroleum Bulk Storage Application/Registration-Highway

We respectfully request the Town Board approves the Supervisor to sign the five (5) year Petroleum Bulk Storage Application/Registration PBS Number: 9-422991. This is required by the NYSDEC every five years for the Highway Departments storage tanks for fuel and heating/waste oil. Fee schedule for total storage capacity of 5,000 - 399,999 gallons equals $500.00 for Highway Facility for five (5) years. Thank you for your time and consideration.

7/11/2022

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

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

N. HUMAN RESOURCES:

1. Resolution 2022-688

Senior Deputy Town Attorney/ Town Attorney's Office

Please appoint a Senior Deputy Town Attorney to the Town Attorney's Office. Permanent, Effective July 18, 2022, at an annual salary of $118,613.81, Grade 1, Step M of the Exempt Non-Department Head Salary Schedule for Martin Polowy.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Resolution 2022-689

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 12, 2022 at an hourly rate of $22.046 for Dylan Utz.

Replacing an employee who resigned.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

3. Resolution 2022-690

Wastewater Treatment Plant Operator Trainee/Engineering

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department, Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 12, 2022 at an hourly rate of $23.15, Grade IV, Step 1 for Sean McGuire.

Contingent upon completing all pre-employment requirements.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2022-646

Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive

Sidewalk Waiver Request, SWW-2022-02, for property located at 71 Thornbury Drive (SBL# 28.04-2-20.12). Michael Mommertz, Petitioner.

WHEREAS pursuant to Chapter 83 of Town Code, the subject request has been reviewed by the Traffic Safety Coordinator, Engineering Department and the Planning Department and,

WHEREAS the Town Board has reviewed the recommendations of the reviewing bodies and,

NOW THEREFORE BE IT RESOLVED that the Town Board hereby denies the subject request for the waiver of the installation of sidewalks along the frontage of 71 Thornbury Drive and,

NOW THEREFORE FURTHER BE IT RESOLVED that sidewalks be installed in accordance with Chapter 83 of Town Code along the frontage of 71 Thornbury Drive.

6/27/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

7/11/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Councilmember Bucki to amend, seconded by Deputy Supervisor Berger and unanimously approved 4-0. Amendment adds the underlined language. A motion to approve as amended was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and approved 4-0.

RESULT:	**ADOPTED AS AMENDED [4 TO 0]**
MOVER:	Deborah Bruch Bucki, Councilmember
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Szukala
ABSTAIN:	Lavin

2. Resolution 2022-691

To Authorize the Town to Submit a Certified Local Government (CLG) Grant Application for a Historic Preservation Public Educational Program CRS #3453

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

WHEREAS the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) offers grants to CLGs for various historic preservation projects, and

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

RESOLVED subject to satisfactory completion of the contract routing process that the Town Board authorizes the Amherst Historic Preservation Commission to prepare an application to the NYSOPRHP CLG Program to secure funds for an educational program in 2022, and be it further

RESOLVED that the Amherst Town Supervisor is authorized to submit the FY 2022 grant application for an amount not to exceed fifteen thousand one hundred and twenty-five dollars ($15,125) to the NYSOPRHP and to execute a project agreement and associated agreements with the State if the grant is awarded, and be it further

RESOLVED that if the grant application is approved, the recommended match of up to 26% of the project cost [not to exceed four thousand dollars ($4,040)] will be provided through Town staff time, donated services and/or volunteer labor.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

Q. POLICE:

1. Resolution 2022-692

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility New York State University at Buffalo Police (CRS #3475)

TOWN BOARD AGENDA ITEM: JULY 11, 2022

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
New York State University at Buffalo Police (CRS #3475)

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 11, 2022)**

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Resolution 2022-693

Reassignment of Contract Law Enforcement Psychological Associates (L.E.P.A.) to The Institute for Forensic Psychology (IFP)

TOWN BOARD AGENDA ITEM : JULY 11, 2022

TO: **Town Board**

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

RE: **Reassignment of Contract Law Enforcement Psychological Associates (L.E.P.A.) to the Institute for Forensic Psychology (IFP)**

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

WHEREAS, on May 4, 2020 the Town of Amherst entered into a contract with Law Enforcement Psychological Associates (L.E.P.A.) for police officer psychological evaluations (Town Board Resolution #2020-460; CRS# 1933); and

WHEREAS, the Police Department was notified per the attached letter that Law Enforcement Psychological Associates (L.E.P.A.) merged with the Institute for Forensic Psychology (IFP) on July 1, 2022; and

THEREFORE BE IT RESOLVED, that the Town Board reassign the above referenced contract to the Institute for Forensic Psychology (IFP) for the remainder of the current contract which expires on May 4, 2023.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: July 11, 2022**)

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

R. SENIOR SERVICES:

S. YOUTH AND RECREATION:

1. Resolution 2022-694

Emergency Purchase Authorization - Audio Services

Authorize the emergency purchase and payment of Invoice 1189 to Audio Arts Concert Production, Inc. for audio services for the town's Independence Day Celebration Concert at Bassett Park on July 4, 2022, due to an employee shortage.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

2. Resolution 2022-695

Artist Agreement (Krajewski) - CRS #3462

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Kristin Krajewski for participation as an artist in the Arts in the Park Market at Bassett Park on August 14, 2022.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

3. Resolution 2022-696

Artist Agreement (Hillman) - CRS #3464

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Jennifer Hillman for participation in the Arts in the Park Market at Bassett Park on August 14, 2022 and the Walton Woods Food Truck Rodeo on August 26, 2022.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

4. Resolution 2022-697

Artist Agreements (Krawczyk, Daniel, Wasielewski) - CRS #S 3460, 3461 & 3463

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Isabella Krawczyk, Linda Daniel, and Katie & Dan Wasielewski for participation in the Arts in the Park Market at Bassett Park on August 14, 2022.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

5. Resolution 2022-698

Authorization to Pay Vendor - Amrex

WHEREAS, the Town of Amherst's supplier for pool chemicals, Amrex Chemical Company, Inc. informed the Town on June 21, 2022 that it would no longer honor its contract prices under CRS #2572/Bid #2021007 due to rising costs, and

WHEREAS, the summer swim season was already underway at this time, and

WHEREAS, the Contract Compliance Department has issued a new bid for pool chemicals, and

WHEREAS, Town of Amherst pools would have to close until such time as the new bid is awarded as the Youth & Rec Department cannot safely transport nor store the amount of chemicals needed for the entire season, and

WHEREAS, the Youth & Recreation Department will monitor the chemicals needed closely and attempt to order only what is absolutely necessary without accumulating a stockpile,

NOW THEREFORE, the Amherst Town Board authorizes the payment of Amrex Chemical Company, Inc. invoices until such time as a new bid award is in place.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

6. Resolution 2022-699

Authorization to Spend T-Account Funds

Authorize the Amherst Youth & Recreation Department to spend $2,331.00 in funds from T 2023 to replace windscreens at the Paradise Park pickleball courts that were damaged due to vandalism.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

7. Resolution 2022-700

Travel Authorization - CADCA

Authorize Anne Rohrer to travel to the CADCA (Community Anti-Drug Coalitions of America) Mid-Year Training event from July 17-20, 2022 in Orlando, Florida, as a requirement of the Town's federal Drug-Free Communities grant.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

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: 7/25/2022 7:00 PM**

XV. COMMUNICATIONS

1. Communication 2022-75

Request for Public Hearing - 35, 50 & 55 Crosspoint Parkway

Request from Kevin Kirk for a public hearing with respect to the rezoning of 35, 50 & 55 Crosspoint Parkway from GB to DC-5.

This hearing has been scheduled for August 22nd.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

2. Communication 2022-76

Historic Preservation Commission - Permission for Sign Placement & Fee Waiver

Request from the Historic Preservation Commission to have fees waived and to place eight signs to promote "Preservation Day" on Saturday, August 6th at the Buffalo Niagara Heritage Village.

Please see the response from the Highway Superintendent and Supervising Code Enforcement Officer.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

3. Communication 2022-77

St. John Lutheran Church Fee Waiver Request

Request from St. John Lutheran Church for a waiver of all permit fees for their proposed Outdoor Ministry Center at 6540 Main Street.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

4. Communication 2022-78

Canandaigua Niagara Falls Trail Concerns

Resident(s) express concerns over the Canandaigua Niagara Falls Trail, also known locally as the Peanut Line.

7/11/2022
A motion to refer to Planning, Engineering, Traffic & Safety and Highway was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

5. Communication 2022-79

Notice of Claim: Richard Goldman Vs. Town of Amherst

7/11/2022
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

6. Communication 2022-80

Notice of Claim: Matthew Dates Vs. Town of Amherst Et Al.

7/11/2022
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

7. Communication 2022-81

Notice of Claim: Emerald Services of WNY Inc. Vs. Town of Amherst Et Al.

7/11/2022

A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

8. Communication 2022-82

Notice of Claim: Renee Fabozzi Vs. Town of Amherst Et Al.

7/11/2022
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Deputy Supervisor Berger moved to open Suspension of Rules to bring forth 5 unlisted items. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was opened at 3:38 PM.

There being no further business requiring Suspension of Rules, Deputy Supervisor Berger moved to close, seconded by Councilmember Szukala and unanimously approved 5-0. Suspension of Rules was closed at 3:44 PM.

1. Resolution 2022-701

American Red Cross Request for a License Agreement to Use Amherst Municipal Building Council Chambers

Suspension to Town Board Agenda Item July 11, 2022

TO: Amherst Town Board

FROM: Jacqualine Berger, Town Deputy Supervisor

DATE: July 11, 2022

RE: American Red Cross request for a license agreement to use Amherst Municipal Building Council Chambers

Request by American Red Cross to utilize the Amherst Municipal Building Council Chambers Tuesday, July 19th from 8:00am to 5:00pm and the Town Board authorizes the Town Supervisor to enter into the attached license agreement.

7/11/2022
A motion to approve was made by Deputy Supervisor Berger and seconded by Councilmember Bucki. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

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

2. Resolution 2022-702

Retention of Firm to Provide Legal Opinion on Travelers Denial of Insurance Coverage Relative to Sewer Failure on Campbell Boulevard - Gerber Ciano Kelly Brady LLP (CRS #3488)

SUSPENSION AGENDA ITEM : JULY 11TH, 2022

TO: Town Board

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

DATE: July 11, 2022

RE: Retention of Firm To Provide Legal Opinion On Travelers Denial Of Insurance Coverage Relative to Sewer Failure on Campbell Boulevard - Gerber Ciano Kelly Brady LLP (CRS #3488)

Kindly adopt a resolution authorizing the Supervisor to execute the attached Retainer

Agreement (CRS #3488) with Gerber Ciano Kelly Brady LLP relative to their review of the insurance matter above and providing a legal opinion to the Town Attorney on how to proceed with Traveler's denial of the Town's claim.

Thank you.

SJS:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Agenda Item - July 11, 2022**)

7/11/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously 5-0.

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

3. Resolution 2022-703

LG 70 Doe V. Town of Amherst, Et Al. Conflict Waiver – Webster Szanyi LLP

SUSPENSION AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 11, 2022**

RE: **LG 70 Doe v. Town of Amherst, et al.**
Conflict Waiver - Webster Szanyi LLP

Kindly adopt a resolution authorizing the Supervisor to execute the attached Conflict Waiver with Webster Szanyi LLP relative to Webster Szanyi LLP's representation of the Town in the above lawsuit, the details of which are more fully detailed in the attached Conflict Waiver.

Thank you.

SJS:nmb:hs
Attachment

c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Agenda Item - July 11, 2022**)

7/11/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

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

4. Resolution 2022-704

Authorizing Travel Requests

Suspension to Town Board Agenda Item July 11, 2022

TO: **Amherst Town Board**

FROM: **Jacqualine Berger, Town Deputy Supervisor**

DATE: **July 11, 2022**

RE: **Authorizing Travel Requests**

Kindly approve travel for Dan Rizzo of Facilities Department, and Angela Rossi and Emily Melski of the Economic Development Department to attend meetings in New York City July 20, 2022 thru July 22, 2022, at a total estimated cost not to exceed $1,600.00 each. Funds are available in the Economic Development 2022 Budget A 1230-4040.

Thank you.

7/11/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

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

5. Resolution 2022-705

Amusement License Giancarlo's Sicilian Steakhouse & Pizzeria

Suspension to Town Board Agenda Item July 11, 2022

TO: **Amherst Town Board**

FROM: **Jacqualine Berger, Town Deputy Supervisor**

DATE: **July 11, 2022**

RE: **Amusement License Giancarlo's Sicilian Steakhouse & Pizzeria**

Request by Giancarlo's Sicilian Steakhouse & Pizzeria, 5110 Main Street, Williamsville, for a First Class Amusement License for Thursday, July 21, 2022 from 5:00PM-11:00PM.

The recommended fee is $25.00. The license is contingent upon the Amusement License routing process.

7/11/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 3:44 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 3:44 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, at 3:46 PM Supervisor Kulpa moved to adjourn to Executive Session, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Items discussed in executive session: Micro Link lawsuit, personnel matters, contract on acquisition of property and potential litigation. Executive session ended at 5:23 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26105 **RESOLUTION 2022-673** **ROLL CALL VOTE (ADOPTED)**

Town-Wide Park Improvements (Bond Resolution - $200,000)

AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 6, 2022**

RE: **Town-Wide Park Improvements**
2022-2027 C.I.P. - Project No. H-9
Bond Resolution - $200,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $200,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - July 11, 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)*
Dominic N. Creamer, General Crew Chief *(w/attachment)*

7/11/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $200,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Transmitted electronically

MEMORANDUM June 16, 2022

TO: Dominic N. Creamer, General Crew Chief
Highway Department

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

RE: SEQR Determination
Town – Wide Park Improvements
2022-2027 C.I.P. Project H-9

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)\June 16_2022_H-9_Park Improvements.docx

cc:
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

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

Attachment: SEQR.TwnwdeParkImpvs-07062022112030 (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

July 11, 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 July 11, 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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 11, 2022, AUTHORIZING IMPROVEMENTS TO PARKS LOCATED THROUGHOUT THE TOWN, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $200,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $200,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake improvements to parks located throughout the Town, as described in the map, plan and report dated June 2022, prepared by the Town Highway Department (2022-2027 Capital Improvement Program Project H-9). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $200,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $200,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $200,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $200,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

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

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on July 11, 2022, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 11, 2022, AUTHORIZING IMPROVEMENTS TO PARKS LOCATED THROUGHOUT THE TOWN, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $200,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $200,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to undertake improvements to parks located throughout the Town, as described in the map, plan and report dated June 2022, prepared by the Town Highway Department (2022-2027 Capital Improvement Program Project H-9); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $200,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $200,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $200,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

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

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

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

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

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

DATED: July 11, 2022

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on July 11, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of July, 2022.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

AFFIDAVIT OF POSTING

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

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

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

That on _____, 2022, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on July 11, 2022, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

_____
Town Clerk

Subscribed and sworn to before me

this _____ day of July, 2022.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

Town of Amherst
Highway Department

Town-Wide Park Improvements

2022 - 2027 C.I.P. Project H-9

Map, Plan & Report

June 2022

CONTENTS:

- Approved *2022 - 2027 C.I.P. Project H-9*
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination – Type II Action

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

Attachment: MPR H-9 Park Improvements (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

TOWN OF AMHERST
Town-Wide Parks Improvements

APPROVED 2022-2027 CIP PROJECT H-9:

Summary of Approved 2022 – 2027 Capital Improvement Program (10-25-21)

Highway Department (cont'd) — *Recommended Schedule (X $1,000)*

Proj. ID		2022	2023	2024	2025	2026	2027	
H-5	**Highway Building Improvements:** Phase 1 includes shop area repairs such as roof sections, gutters, windows, and doors. Phase 2 would include a new equipment storage/salt brining building. Phase 3 would include office area drywall and ceiling improvements. *(2017)*	450 LA	67.3 LA	737.8 LD				**$1,255,030**
H-6	**Various Signal Upgrades:** Install/upgrade signals at intersections as warranted and upgrade signal controllers to meet the latest NYSDOT specifications. *(2018)*	100 LA	115 LA	115 LA	115 LA	115 LA	115 LA	**$675,000**
H-7	**Town-wide Guide Rail Replacement:** Replace guide rails that are in disrepair. *(2017)*		50 LD	50 LD	50 LD	50 LD	50 LD	**$250,000**
H-8	**Town-wide Tree Planting & Restoration:** Planting trees and shrubs in Town parks or rights-of-ways from missed 2020 and 2021 spring plantings due to COVID-19. *(2021)*	125 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$625,000**
H-9	**Town-wide Repair of Playground Equipment:** Inventory and study of all playground equipment and other furniture such as benches, seating, picnic tables, along with restroom facilities. *(2022)*	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	**$1,200,000**
H-10	**Reconstruction of the Town Bike Path:** Reconstruction of various portions of the Town Bike Path from the Northtown Center to Ellicott Creek. *(2020)*	221.4 LA	200 LA	200 LA	200 LA	200 LA	200 LA	**$1,221,375**
H-11	**Reconstruction of Morningside Drive – Phase 1:** Reconstruction of Morningside Drive drainage, curbing and roadway from North Forest to Meadowbrook Rd. Phase 2 is reconstruction of Meadowbrook and Phase 3 is Blossom Heath.	224.7 LA						**$224,687**

Key:

Funding Source
T – Tax
L – Bond
S – Surplus
E - Encumbered
I/M – I&I or Mitigation Funds
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private Source

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

INTRODUCTION / EXISTING CONDITIONS:

Community Parks in the Town of Amherst are defined as park areas situated in open, public spaces; accessible to the community at-large. The Town of Amherst Parks Department, which is a part of the Amherst Highway Department, maintains all of the Town owned parks located within the Town of Amherst. Through the years structures and equipment have deteriorated. Updates and improvements are needed to make these areas safe and ADA compliant while improving the overall parks experience for the residents of the Town of Amherst.

Attachment: MPR H-9 Park Improvements (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

PROPOSED SCOPE:

Replace, repair and construct structures and equipment including but not limited to playgrounds, restrooms, fencing, gazebos, and picnic benches and tables within the Town of Amherst Parks System.

It is anticipated that all of the above referenced activities will be completed by the end of 2022. The project may continue into 2023 if all work is not able to be completed in 2022 due to unforeseen circumstances.

The project will be bonded against the Town of Amherst General Fund at a total project cost of $200,000. The scope of this project will have a period of probable usefulness of a minimum of 15 years.

FINANCIAL SUMMARY:

Park Improvements:	$199,000.00
Legal/Admin Fees:	$1,000.00
Total Project	$200,000.00

TAXATION SUMMARY:

Total Bond Amount:	$200,000
Bond Term:	15 Years
Annual Tax Impacts:	$0.0017 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$0.3361 per $200,000 property

SEQR:

See attached determination from the Amherst Planning Department.

Attachment: MPR H-9 Park Improvements (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM June 16, 2022

TO: Dominic N. Creamer, General Crew Chief
Highway Department

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

RE: SEQR Determination
Town – Wide Park Improvements
2022-2027 C.I.P. Project H-9

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)\June 16_2022_H-9_Park Improvements.docx

cc:
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: MPR H-9 Park Improvements (RES-2022-673 : Town-Wide Park Improvements (Bond Resolution - $200,000))

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26107 **RESOLUTION 2022-674** **ROLL CALL VOTE (ADOPTED)**

Town-Wide Tree Planting and Restoration (Bond Resolution - $125,000)

AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 6, 2022**

RE: **Town-Wide Tree Planting and Restoration**
2022-2027 C.I.P. - Project No. H-8
Bond Resolution - $125,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $125,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - July 11, 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)*
Dominic N. Creamer, General Crew Chief *(w/attachment)*

7/11/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by

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

FINANCIAL IMPACT:

Bond Resolution - $125,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Transmitted electronically

MEMORANDUM June 16, 2022

TO: Dominic N. Creamer, General Crew Chief
Highway Department

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

RE: SEQR Determination
Town – Wide Tree Planting & Restoration
2022-2027 C.I.P. Project H-8

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)\June 16_2022_H-8_Town Wide Tree Planting and Restoration.docx

cc:
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: SEQR.TwnwdeTreePlantRestore-07062022112059 (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

July 11, 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 July 11, 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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution - $125,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 11, 2022, AUTHORIZING TOWN-WIDE TREE PLANTING AND RESTORATION, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $125,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $125,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake Town-wide tree planting and restoration as described in the map, plan and report dated June 2022 and prepared by the Town Highway Department (2022-2027 Capital Improvement Program Project H-8). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $125,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $125,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $125,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Attachment: CertBondReso (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution - $125,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 57(1st) of the Law, is five (5) years.

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

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

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

Attachment: CertBondReso (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution - $125,000))

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

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

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

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

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

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

Section 7. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the

Attachment: CertBondReso (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution - $125,000))

"Amherst Bee," a newspaper having a general circulation within said Town and hereby designated as the official newspaper of the Town for such publication.

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution - $125,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on July 11, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of July, 2022.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution - $125,000))

Town of Amherst
Highway Department

Town-Wide Tree Planting & Restoration

2022 - 2027 C.I.P. Project H-8

Map, Plan & Report

June 2022

CONTENTS:

- Approved *2022 - 2027 C.I.P. Project H-8*
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

Attachment: MPR H-8 Town Wide Tree Planting & Restoration (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution -

TOWN OF AMHERST
Town-wide Tree Planting & Restoration

APPROVED 2022-2027 CIP PROJECT H-8

Summary of Approved 2022 – 2027 Capital Improvement Program (10-25-21)

Highway Department (cont'd) — ***Recommended Schedule (X $1,000)***

Project ID	*Project Title/Description*	*2022*	*2023*	*2024*	*2025*	*2026*	*2027*	*Total Cost*
H-5	**Highway Building Improvements:** Phase 1 includes shop area repairs such as roof sections, gutters, windows, and doors. Phase 2 would include a new equipment storage/salt brining building. Phase 3 would include office area drywall and ceiling improvements. *(2017)*	450 LA	67.3 LA	737.8 LD				**$1,255,030**
H-6	**Various Signal Upgrades:** Install/upgrade signals at intersections as warranted and upgrade signal controllers to meet the latest NYSDOT specifications. *(2018)*	100 LA	115 LA	115 LA	115 LA	115 LA	115 LA	**$675,000**
H-7	**Town-wide Guide Rail Replacement:** Replace guide rails that are in disrepair. *(2017)*		50 LD	50 LD	50 LD	50 LD	50 LD	**$250,000**
H-8	**Town-wide Tree Planting & Restoration:** Planting trees and shrubs in Town parks or rights-of-ways from missed 2020 and 2021 spring plantings due to COVID-19. *(2021)*	125 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$625,000**

INTRODUCTION / EXISTING CONDITIONS:

The Town of Amherst Parks Department, which is a part of the Amherst Highway Department, maintains all of the Town owned trees located on the Town of Amherst right of ways (R.O.W.), in Town parks and Recreational areas, and on Town owned properties. Due to COVID-19 and budget restraints, tree planting did not keep up with the demand for the years 2020 and 2021.

PROPOSED SCOPE:

In order to address the ongoing deterioration of existing trees and compensate for the lack of planting for the two previous years on town right of ways and properties, these funds will be used for tree plantings throughout the Town.

It is anticipated that all of the above referenced activities will be completed by the end of 2022. Planting may continue into 2023 if planting is not able to be completed in 2022 due to unforeseen circumstances.

The above project will be bonded against the Town of Amherst General Fund at a *total project cost* of $125,000. The scope of this project will have a period of probable usefulness of a minimum of 5 years.

FINANCIAL SUMMARY:

Tree Planting:	$124,375.00
Lega/Admin Fees:	$625.00
Total Project	$125,000.00

Attachment: MPR H-8 Town Wide Tree Planting & Restoration (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution -

TAXATION SUMMARY:

Total Bond Amount:	$125,000
Bond Term:	5 Years
Annual Tax Impacts:	$0.0026 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$0.5247 per $200,000 property

SEQR:

See attached determination from the Amherst Planning Department.

Attachment: MPR H-8 Town Wide Tree Planting & Restoration (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution -

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 June 16, 2022

TO: Dominic N. Creamer, General Crew Chief
Highway Department

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

RE: SEQR Determination
Town – Wide Tree Planting & Restoration
2022-2027 C.I.P. Project H-8

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)\June 16_2022_H-8_Town Wide Tree Planting and Restoration.docx

cc:
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: MPR H-8 Town Wide Tree Planting & Restoration (RES-2022-674 : Town-Wide Tree Planting and Restoration (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26108 **RESOLUTION 2022-675** **ROLL CALL VOTE (ADOPTED)**

Reconstruction of the Town Bike Paths (Bond Resolution - $221,400)

AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 6, 2022**

RE: **Reconstruction of the Town Bike Paths**
2022-2027 C.I.P. - Project No. H-10
Bond Resolution - $221,400

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $221,400 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - July 11, 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)*
Dominic N. Creamer, General Crew Chief *(w/attachment)*

7/11/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by

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

FINANCIAL IMPACT:

Bond Resolution - $221,400

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

Transmitted electronically

MEMORANDUM June 16, 2022

TO: Dominic N. Creamer, General Crew Chief
Highway Department

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

RE: SEQR Determination
Reconstruction of the Town Bike Paths
2022-2027 C.I.P. Project H-10

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)\June 16_2022_H-10_Reconstruction of Town Bike Paths.docx

cc:
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

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

Attachment: SEQR.ReconBikePaths-07062022112135 (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

July 11, 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 July 11, 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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 11, 2022, AUTHORIZING THE IMPROVEMENTS TO BIKE PATHS LOCATED THROUGHOUT THE TOWN, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $221,400, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $221,400 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake the improvements to bike paths located throughout the Town, as described in the map, plan and report dated June 2022, prepared by the Town Highway Department (2022-2027 Capital Improvement Program Project H-10). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $221,400 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $221,400 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $221,400 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $221,400 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

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

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on July 11, 2022, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED JULY 11, 2022, AUTHORIZING THE IMPROVEMENTS TO BIKE PATHS LOCATED THROUGHOUT THE TOWN, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $221,400, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $221,400 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to undertake the improvements to bike paths located throughout the Town, as described in the map, plan and report dated June 2022, prepared by the Town Highway Department (2022-2027 Capital Improvement Program Project H-10); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $221,400; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $221,400 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $221,400 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

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

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

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

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

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

DATED: July 11, 2022

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on July 11, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of July, 2022.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

AFFIDAVIT OF POSTING

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

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

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

That on _____, 2022, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on July 11, 2022, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

_____
Town Clerk

Subscribed and sworn to before me

this _____ day of July, 2022.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution - $221,400))

Town of Amherst
Highway Department

Reconstruction of the Town Bike Paths

2022 - 2027 C.I.P. Project H-10

Map, Plan & Report

June 2022

CONTENTS:

- Approved 2022 - 2027 C.I.P. Project H-10
- Introductions / Existing Conditions
- Proposed Scope
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Highway Department
1042 North Forest Rd.
Williamsville, NY 14221
(716) 631-7117

Attachment: MPR H-10 Reconstruction of Town Bike Paths (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution -

TOWN OF AMHERST
Reconstruction of the Town Bike Paths

APPROVED 2022-2027 CIP PROJECT H-10:

Summary of Approved 2022 – 2027 Capital Improvement Program (10-25-21)

Highway Department (cont'd) — *Recommended Schedule (X $1,000)*

Project ID		2022	2023	2024	2025	2026	2027	
H-5	**Highway Building Improvements:** Phase 1 includes shop area repairs such as roof sections, gutters, windows, and doors. Phase 2 would include a new equipment storage/salt brining building. Phase 3 would include office area drywall and ceiling improvements. *(2017)*	450 LA	67.3 LA	737.8 LD				**$1,255,030**
H-6	**Various Signal Upgrades:** Install/upgrade signals at intersections as warranted and upgrade signal controllers to meet the latest NYSDOT specifications. *(2018)*	100 LA	115 LA	115 LA	115 LA	115 LA	115 LA	**$675,000**
H-7	**Town-wide Guide Rail Replacement:** Replace guide rails that are in disrepair. *(2017)*		50 LD	50 LD	50 LD	50 LD	50 LD	**$250,000**
H-8	**Town-wide Tree Planting & Restoration:** Planting trees and shrubs in Town parks or rights-of-ways from missed 2020 and 2021 spring plantings due to COVID-19. *(2021)*	125 LA	100 LA	100 LA	100 LA	100 LA	100 LA	**$625,000**
H-9	**Town-wide Repair of Playground Equipment:** Inventory and study of all playground equipment and other furniture such as benches, seating, picnic tables, along with restroom facilities. *(2022)*	200 LA	200 LA	200 LA	200 LA	200 LA	200 LA	**$1,200,000**
H-10	**Reconstruction of the Town Bike Path:** Reconstruction of various portions of the Town Bike Path from the Northtown Center to Ellicott Creek. *(2020)*	221.4 LA	200 LA	200 LA	200 LA	200 LA	200 LA	**$1,221,375**
H-11	**Reconstruction of Morningside Drive – Phase 1:** Reconstruction of Morningside Drive drainage, curbing and roadway from North Forest to Meadowbrook Rd. Phase 2 is reconstruction of Meadowbrook and Phase 3 is Blossom Heath.	224.7 LA						**$224,687**

Key:

Funding Source
T – Tax
L – Bond
S – Surplus
E - Encumbered
I/M – I&I or Mitigation Funds
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private Source

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

INTRODUCTION / EXISTING CONDITIONS:

The Town of Amherst has 22.81 miles of bike & exercise paths within its boundaries. The Town of Amherst Parks Department, which is a part of the Amherst Highway Department, maintains all of these bike and exercise paths. The section of the path labeled as the Ellicott Creek Section A is over 30 years old. Maintenance needs involve the repair of sidewalk slabs or asphalt path segments by grinding or crack filling and patching. In some cases, the only solution is to replace sidewalks or resurface paths. Generally, when surface conditions degrade to a point where tripping hazards exist making routes inaccessible, updates and improvements are needed to make these areas safe and ADA compliant, while improving the overall parks experience for the residents of the Town of Amherst.

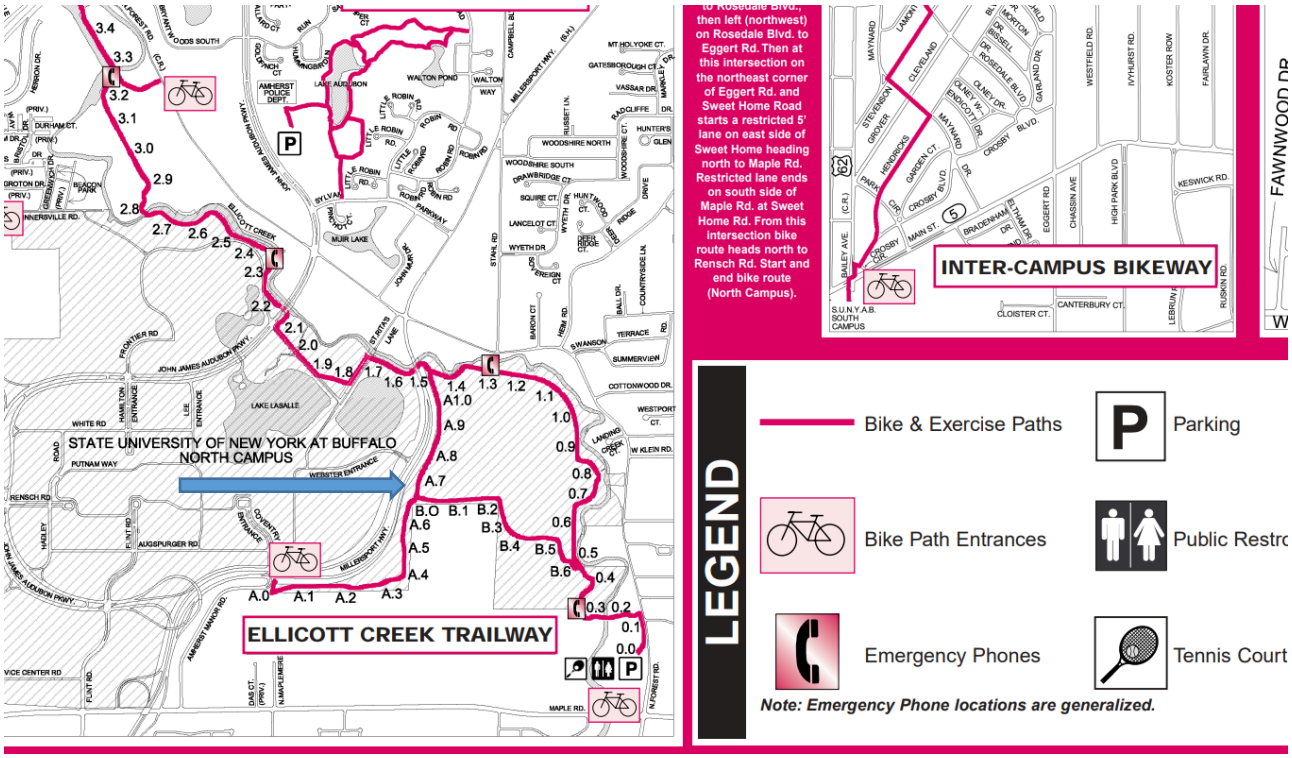
Attachment: MPR H-10 Reconstruction of Town Bike Paths (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution -

PROPOSED SCOPE:

The scope of this project includes the repair and/or replacement of various concrete and paved pathways between the Northtown Center and Ellicott Creek, as depicted in the Project Location map below as Section A (A.0 to A1.0). If funding allows, additional work may be completed on other sections of the pathways.

It is anticipated that work will begin in 2022, and may continue into 2023. The project will be bonded against the Town of Amherst General Fund at a total project cost of $221,400. The scope of this project will have a period of probable usefulness of a minimum of 15 years.

PROPOSED PROJECT LOCATION:



FINANCIAL SUMMARY:

Construction:	$220,290.00
Legal/Admin Fees:	$1,110.00
Total Project	$221,400.00

Attachment: MPR H-10 Reconstruction of Town Bike Paths (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution -

TAXATION SUMMARY:

Total Bond Amount:	$ 221,400
Bond Term:	15 Years
Annual Tax Impacts:	$0.0019 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$0.3721 per $200,000 property

SEQR:

See attached determination from the Amherst Planning Department.

Attachment: MPR H-10 Reconstruction of Town Bike Paths (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution -

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 June 16, 2022

TO: Dominic N. Creamer, General Crew Chief
Highway Department

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

RE: SEQR Determination
Reconstruction of the Town Bike Paths
2022-2027 C.I.P. Project H-10

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)\June 16_2022_H-10_Reconstruction of Town Bike Paths.docx

cc:
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: MPR H-10 Reconstruction of Town Bike Paths (RES-2022-675 : Reconstruction of the Town Bike Paths (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26103 **RESOLUTION 2022-676** **WITHDRAWN**

Water Drainage Easement Agreement - 2425-2455 Wehrle Drive (CRS #3477)

AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 6, 2022**

RE: **Water Drainage Easement Agreement (CRS #3477)**
2425-2455 Wehrle Drive

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending: (1) successful review of the Contract Routing System; (2) satisfaction of all conditions of site plan approval; (3) applying for and obtaining a building permit once all conditions of site plan approval have been satisfied; and (4) subject to final approval by the Town Attorney's Office.

Thank you.

SJS:nmb
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - July 11, 2022**)

FINANCIAL IMPACT:

A5010.02724 - $10.00

RESULT: **WITHDRAWN**

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

WATER DRAINAGE EASEMENT AGREEMENT

THIS WATER DRAINAGE EASEMENT AGREEMENT, made as of this _____ day of _____, 2022, by **CURTWRIGHT DEVELOPMENT CORP.**, a Delaware Corporation with a place of business located at 158 Brandywine Dr., Buffalo, New York, 14221 ("**Owner A**"), **MJK WEHRLE, INC.**, a New York corporation with a place of business located at 2311 West Morrison #18, Tampa, Florida, 34236 ("**Owner B**," and collectively with Owner A, the "**Owners**"), and **THE TOWN OF AMHERST, NEW YORK**, a municipal corporation organized under the laws of New York with a principal place of business located at 5583 Main Street, Williamsville, New York 14221 ("**Town**," and collectively with Owners, the "**Parties**").

W I T N E S S E T H:

WHEREAS, Owner A is the owner in fee simple of certain real property situate, lying and being on Wehrle Drive in the Town of Cheektowaga, County of Erie, State of New York, which is further described on the legal description annexed hereto as Exhibit "A" (the **"Owner A Property"**);

WHEREAS, Owner B is the owner in fee simple of certain real property situate, lying and being on Wehrle Drive in the Town of Cheektowaga, County of Erie, State of New York, which is further described on the legal description annexed hereto as Exhibit "B" (the **"Owner B Property**,**"** and collectively with the Owner A Property, the "**Properties**");

WHEREAS, as part of constructing a warehouse building, Owners shall construct water drainage facilities and associated improvements (collectively, the **"Drainage System**");

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

WHEREAS, upon installation, Owners shall offer for dedication the Drainage System to the Town, and the Town shall accept such dedication;

WHEREAS, a portion of the Drainage System shall be located on a portion of the Owner A Property and a portion of the Drainage System shall be located on a portion of the Owner B Property, as generally depicted on the Site Plan shown on Exhibit "C" annexed hereto and more particularly described in the metes and bounds description shown on Exhibit "D" annexed hereto ("**Drainage System Easement Area**"); and

WHEREAS, the Parties desire to create a twenty foot (20') wide easement encompassing the Drainage System Easement Area so as to permit the Town to access, operate, maintain and repair the Drainage System therein.

NOW THEREFORE, in consideration for ten dollars ($10.00) and other valuable consideration set forth herein, the Parties hereby agree that the Drainage System Easement Area shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements, hereinafter set forth.

Section 1. Drainage System Easement in Favor of the Town. Owners hereby declare that upon the Town's acceptance of Owners' offer to dedicate the Drainage System by duly adopted Resolutions of the Town Board, the Drainage System Easement Area shall be automatically subject to a permanent access and utility easement in favor of the Town permitting the Town to access the Drainage System Easement Area in order to operate, maintain, repair and replace the Drainage System therein, provided that: (i) the Town shall provide to Owners and the U.S. Army Corps of Engineers at least ten (10) days prior written notice of any work to be

performed in the Drainage System Easement Area (except in the case of an emergency in which event only prompt reasonable notice shall be required); (ii) such work shall not obstruct completely or materially and unreasonably Owners' ability to access the Properties or any buildings or improvements located thereon; (iii) the Town shall restore the surface of the any areas of the Properties (and/or all adjacent areas) which were disturbed such that the Drainage System Easement Area and the Properties are kept in good repair and in a functional condition; (iv) the Town shall not make any permanent improvements upon, under or above the Drainage System Easement Area or the Properties which would prevent Owners (and/or their successors, assigns, guests, invitees or representatives) from accessing the Properties or any buildings or improvements located thereon; and (v) Owners shall not make any permanent improvements upon Properties which would prevent the Town from accessing, using, maintaining, repairing or replacing the Drainage System within the Drainage System Easement Area.

Section 2. Repair and Maintenance. Notwithstanding the foregoing, (i) if the Town (or its contactors, subcontractors, agents or invitees) shall permit the Drainage System Easement Area and/or adjacent portions of Properties to become damaged or remain in a state of disrepair (excluding ordinary wear and tear) then the Town shall be solely responsible for repair and restoration of the applicable portions of the Drainage System Easement Area and/or the adjacent portions of Properties back to a condition of good repair and function, and the Town shall bear all the cost and expense of such repair; and (ii) if the Owners (or its contactors, subcontractors, agents or invitees) cause the Drainage System Easement Area and/or adjacent portions of Properties to become damaged (excluding ordinary wear and tear) then the Owners shall be solely responsible for repair and restoration of the applicable portions of the Drainage System Easement

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

Area and/or the adjacent portions of Properties back to a condition of good repair and function, and the Owners shall bear all the cost and expense of such repair.

Section 3. Duration. This Easement shall run with the land described in detail in Exhibit "D" annexed hereto (i.e., the Drainage System Easement Area) in perpetuity, and shall bind the Parties, and all respective successors, heirs, executors, administrators, personal representatives and assigns, unless abandoned by operation of law or by written agreement executed by the Parties or their respective successors, heirs, executors, administrators, personal representatives and assigns.

Section 4. Enforcement. The Parties, and their respective successors, heirs, executors, administrators, personal representatives and assigns, shall have the right to enforce the terms of this agreement by any proceeding at law or in equity against any person or persons violating or attempting to violate the rights created hereunder, to restrain said violation, to require specific performance and/or to recover damages, and to recover any reasonable legal fees incurred in connection with such proceeding. Failure by either Party to enforce any easement or right conferred herein shall not be deemed a waiver of the right to do so thereafter.

Section 5. Amendment. This agreement may not be modified or amended unless said document is in writing and signed by all Parties possessing rights hereunder at the time of such modification or amendment is proposed.

Section 6. Severability. Invalidation of any one of the provisions of this agreement by judgment or court order shall not affect the validity of any other provision which shall remain in full force and effect.

Section 7. Notices. Any notice required to be sent to Owners under the provisions of this agreement shall be deemed to have been properly sent when delivered by U.S. certified

mail, return receipt requested, postage prepaid, to the last known address of the Owners on the records of the Town of Amherst tax records at the time of such mailing and simultaneously to the Buffalo District U.S. Army Corps of Engineers, Attn: New York Section Chief, 1776 Niagara Street, Buffalo, NY 14207 or such alternate address provided by the U.S. Army Corp of Engineers.

Any notice required to be sent to the Town under the provisions of this agreement shall be deemed to have been properly sent when delivered by U.S. certified mail, return receipt requested, postage prepaid, to the following addresses or such alternate addresses provided by the Town:

Town of Amherst Engineering Department
1100 North Forest Road
Williamsville, New York 14221

With a copy to:

Town of Amherst Highway Department
1042 North Forest Road
Williamsville, New York 14221

Section 8. Singular and Plural Form. Whenever the sense of this agreement may make it necessary or appropriate, any singular word or term used herein shall include the plural and any masculine word or term shall include the feminine and/or neuter genders and vice versa.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGES.

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

IN WITNESS WHEREOF, the Owners have executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Erie.

CURTWRIGHT DEVELOPMENT CORP.

By: _____

Name: _____

Title: _____

STATE OF NEW YORK, COUNTY OF _____ss:

On the _____day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____ _____personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

MJK WEHRLE, INC.

By: _____

Name: _____

Title: _____

STATE OF NEW YORK, COUNTY OF _____ss:

On the _____day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____ _____personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

IN WITNESS WHEREOF, by authorization of the Town of Amherst Town Board, as reflected in a Resolution attached hereto as Exhibit "E" the Town of Amherst has executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Erie.

TOWN OF AMHERST

By: _____

Name: _____

Title: _____

STATE OF NEW YORK, COUNTY OF _____ss:

On the _____day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____ _____personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

EXHIBIT "A"

Description of Owner A Property

Legal Description
Liber 10950 Page 4381

ALL THAT TRACT OR PARCEL OF LAND in the Town of Amherst, County of Erie and State of New York being part of 1.ot 84, Township 11, Range 7 of the Holland Land Company's Survey and being bounded and described as follows:

BEGINNING at the northeast corner of Lot 84, said point being also in the center line of Wehrle Drive (66 feet wide), running thence southerly along the east line of said Lot 84, 702.48 feet to the true point of beginning, then continuing southerly along the east line of Lot 84, 762.51 feet to the north line of lands taken by the State of New York for Thruway purposes an shown on Map No. 838, Parcel No. 838, and recorded in Liber 5390 of Deeds as page 548; running thence northwesterly, westerly and southwesterly along a curve having a radius of 381 feet, an arc distance of 605.19 feet and a cord distance of 543.55 feet, being along the said line of said parcel of land so taken by the State of New York for Thruway purposes to a point of tangency; thence southwesterly along a line tangent to the last above curve, and continuing along the line of lands so taken for Thruway purposes,140.65 foot to the east line of lands conveyed to Carmody Corporation by Deed recorded in the Erie County Clerk's Office in Liber 6200 of Deeds at page 104, said point also being the southeast corner of lands described in Deed to Inducon Park Associates, Inc. recorded in the Erie County Clerk's Office in Liber 10154 of Deeds at page 487; thence northerly parallel with the west line of lot 84 and along the east line of lands conveyed to Carmody Corporation by Deed recorded in Liber 6200 of Deeds at page 104, a distance of 796.97 feet to a point in a line drawn westerly, parallel with the north line of said lot 84 (and center line of Wehrle Drive) and through the true point of beginning; thence easterly parallel with the north line of said Lot 84, 627.87 feet to the true point or place of beginning, containing 9.822 acres more or less.

AND ALSO, ALL THAT TRACT OR PARCEL OF LAND in the Town of Amherst, Erie County and State of New York, being part of Lot 84, Township 11, Range 7 of the Holland Land Company's Survey and being a strip of land one foot in width more or less bounded as follows:

on the west line by the east line of lands conveyed to the Town of Amherst for the construction of Lawrence Bell Drive by deed recorded in the Erie County Clerk's Office in Liber 8874 of Deeds at page 277; on the north by the easterly extension of the north line of lands described in said deed recorded in Liber 8874 of Deeds at page 277; on the east by the west line of lands described in deed to Genuine Parts Company recorded in the Erie County Clerk's Office in Liber 8144 of Deeds at page 2012; and on the south by the easterly extension of the south line of lands described in said deed recorded in Liber 8874 of Deeds at page 277.

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

EXHIBIT "B"

Description of Owner B Property

Legal Description
Liber 10467 Page 226

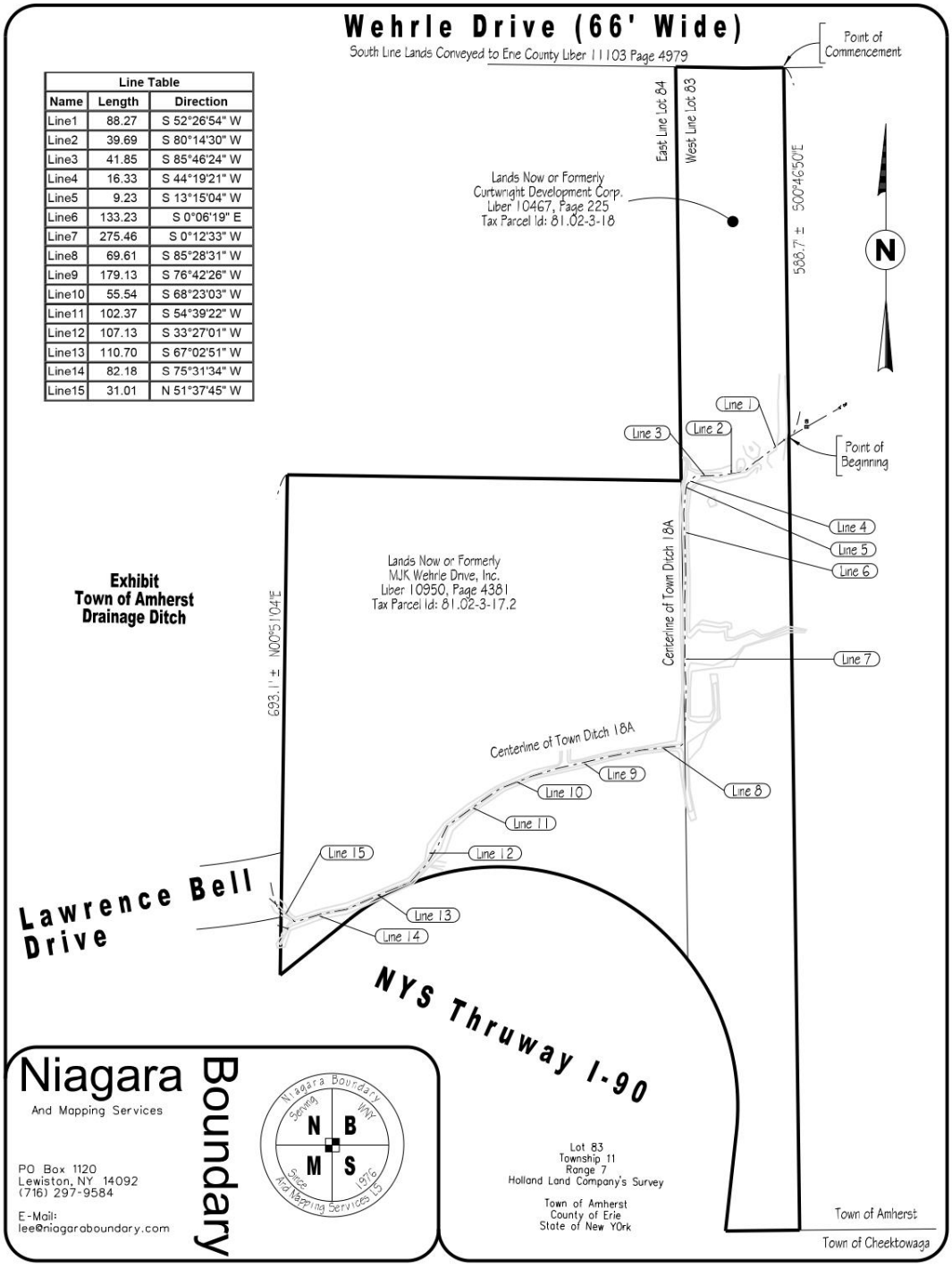
ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number eighty-three (83), Township eleven (11), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the northwest corner of Lot Number Eighty-three (83) and approximately seventeen hundred fourteen and sixty-eight hundredths (1714.68) feet westerly from the intersection of Transit Road with Wehrle Drive and continuing southerly and at right angles with Wehrle Drive along said 1ot Line Number eighty-three (83), eighteen hundred ninety-seven and fifteen hundredths (1897.15) feet to the Amherst Town Line; thence easterly along said Town Line one hundred seventy-two and twenty-two hundredths (172.22) feet; thence northerly parallel with the west line of Lot 83 eighteen hundred ninety-three and thirty-hundredths (1893. 30) feet to the center line of Wehrle Drive; thence westerly one hundred seventy-two and twenty-eight hundredths (172.28) feet to the point of beginning, said parcel containing seven and one-half (7 1/2) acres more or less.*

*EXCEPTING THEREFROM lands appropriated by the State of New York for Thruway Purposes, by Notice of Appropriation recorded in Liber 5390 of Deeds at page 37 on July 8, 1953

EXHIBIT "C"

Site Plan Depicting the Drainage System Easement Area



Line Table		
Name	Length	Direction
Line1	88.27	S 52°26'54" W
Line2	39.69	S 80°14'30" W
Line3	41.85	S 85°46'24" W
Line4	16.33	S 44°19'21" W
Line5	9.23	S 13°15'04" W
Line6	133.23	S 0°06'19" E
Line7	275.46	S 0°12'33" W
Line8	69.61	S 85°28'31" W
Line9	179.13	S 76°42'26" W
Line10	55.54	S 68°23'03" W
Line11	102.37	S 54°39'22" W
Line12	107.13	S 33°27'01" W
Line13	110.70	S 67°02'51" W
Line14	82.18	S 75°31'34" W
Line15	31.01	N 51°37'45" W

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

EXHIBIT "D"

Metes and Bounds Description of the Drainage System Easement Area

Legal Description
Town Drainage easement
Niagara Boundary Job NO. 10565-22

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number eighty-three (83), Township eleven (11), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:

A strip of land 20 feet wide, being 10.0 feet on each side of the following described centerline;

Commencing at the intersection of lands east line of conveyed to Curtwright Development Corp., by deed filed in the Erie County Clerk's Office in Liber 10467 of deeds at page 226 with the south line of lands conveyed to The County of Erie by deed filed in the Erie County Clerk's Office in Liber 11103 of deeds at page 4979;

Thence along the east line of Curtwright Development Corp., S 00°46'50" E a distance of 588.7 feet more or less to the center of Town of Amherst Ditch 18A;

Thence along the centerline of the Town of Amherst Ditch 18A as it winds and turns the following meander line containing the following 15 courses and distances:

1. S 52°26'54" W a distance of 88.27 feet to a point;
2. S 80°14'30" W a distance of 39.69 feet to a point;
3. S 85°46'24" W a distance of 41.85 feet to a point;
4. S 44°19'21" W a distance of 16.33 feet to a point;
5. S 13°15'04" W a distance of 9.23 feet to a point;
6. S 0°06'19" E a distance of 133.23 feet to a point;
7. S 0°12'33" W a distance of 275.46 feet to a point;
8. S 85°28'31" W a distance of 69.61 feet to a point;
9. S 76°42'26" W a distance of 179.13 feet to a point;
10. S 68°23'03" W a distance of 55.54 feet to a point;
11. S 54°39'22" W a distance of 102.37 feet to a point;
12. S 33°27'01" W a distance of 107.13 feet to a point;
13. S 67°02'51" W a distance of 110.70 feet to a point;
14. S 75°31'34" W a distance of 82.18 feet to a point;
15. N 51°37'45" W a distance of 31.01 feet to a point on the west line of lands conveyed to MJK Wehrle Drive, Inc. by deed filed in the Erie County Clerk's Office in Liber 10950 of deeds at page 4381, said point S 00°51'04" W a distance of 693.1 feet more or less from the north west corner of said MJK Wehrle Drive, Inc. lands.

EXHIBIT "E"

Town Board Resolution

Attachment: Drainage Easement_2425 and 2445 Wehrle Drive Amherst_Final (RES-2022-676 : Water Drainage Easement Agreement - 2425-2455

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26092 **RESOLUTION 2022-677** **ADOPTED**

Amusement License - Geico August 14Th

Request by Geico for a First Class and Third-Class Amusement License to hold a charity car and bike show at 300 Crosspoint Pkwy on Saturday August 14, 2022 from 12:00pm to 6:00pm.
Supervising Code Enforcement Officer recommends a fee of $25.00

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 mobile food vendors must have a valid Town of Amherst license and inspection sticker.
4. All temporary power must be code complaint.
5. Bathroom facility must be made available & accessible.
6. Off street parking must be available and on-site accessible parking must be maintained.
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" per the 2020 FCNYS.
9. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Income to the Town.

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

Town of Amherst
Amusement License Application

JUN 14 '22 PM 2:23 R

Organization or Resident: GEICO

Address of Event: 300 Crosspoint Pkwy. Getzville, NY 14068

Describe Event: GEICO Charity Car + Bike Show w/ band, food, vendors

List All Dates: 14th August 2022 Sunday
day/month/year & day of week

Number of Occasions: 1

Time (Start & End): 12pm - 6pm

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer Shannon Cercone

Address 42 Cindy Dr. Williamsville NY 14221

Phone Number 716 604 6469

Signature of Organizer Shannon Cercone

Date 6/14/22

Shannon.ck@hotmail.com

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

Attachment: Geico - August 16th (RES-2022-677 : Amusement License - Geico August 14Th)

Attachment: Geico - August 16th (RES-2022-677 : Amusement License - Geico August 14Th)

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: June 22, 2022
TO: Town Board
FROM: Douglas Gesel, Supervising Code Enforcement Officer
RE: Amusement License for 300 Crosspoint Pkwy- Geico

In response to the Amusement License Application dated 6/14/2022, from Shannon Cercone

I recommend the approval of his request for First Class & Third-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 $1.00 to $100.00 per day, or fraction thereof.
With the events being held on August 14, 2022 days from 12:00 pm until 6:00pm in the west parking area of the address noted above, I would recommend a fee of $25.00 per day.

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 mobile food venders must have a valid Town of Amherst license and inspection sticker
- 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

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Geico - August 16th (RES-2022-677 : Amusement License - Geico August 14Th)

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: 6/21/2022

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: Geico Amusement on 8/14/2022

1. All mobile food vendors must have a town license and will have an inspection sticker as proof.
2. Fire lanes must be maintained an unobstructed at all times.
3. Tents over 400 square feet will require a Fire Prevention Permit.
4. Crowds over 1000 will require certified Crowd Managers complying with the International Fire Code.

Attachment: Geico - August 16th (RES-2022-677 : Amusement License - Geico August 14Th)

Brownson, Ashley

From: [redacted]
Sent: Wednesday, June 15, 2022 12:40 PM
To: Brownson, Ashley
Subject: Re: Amusement License-Geico Charity

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 issues or concerns.

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 Wed, Jun 15, 2022 at 10:53 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

> Attached is an application from Shannon Cercone, Geico, to hold an event at 300 Crosspoint Pkwy., Getzville. The event will be held on August 14, 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
> Town Clerk's Office
> 716-631-7021

Attachment: Geico - August 16th (RES-2022-677 : Amusement License - Geico August 14Th)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26093 **RESOLUTION 2022-678** **ADOPTED**

Amusement License - Geico August 30Th

Request by Geico for a Sixth Class Amusement License to hold a family fun day at 300 Crosspoint Pkwy on Tuesday August 30, 2022 from 6:00pm to 9:00pm.

Supervising Code Enforcement Officer recommends a fee of $50.00

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. An ABC Fire Extinguisher, minimum of 5lb. with current inspection is required at each ride.
4. All mobile food vendors must have a valid Town of Amherst license and inspection sticker.
5. All temporary power must be code complaint.
6. Bathroom facility must be made available & accessible.
7. Off street parking must be available and on-site accessible parking must be maintained.
8. Fire Department access must be maintained at all times in the event of an emergency.
9. Events with 1,000 guests or more will require "Crowd Managers" per the 2020 FCNYS.
10. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Income to the Town.

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

Town of Amherst
Amusement License Application

JUN14'22 PM 2:2X

Organization or Resident: GEICO

Address of Event: 300 Crosspoint Pkwy. Getzville, NY 14068

Describe Event: Family Fun Day - concert, bounce houses, Ferris wheel, giant Slide, food trucks

List All Dates: 30th August 2022 Tuesday
day/month/year & day of week

Number of Occasions: 1

Time (Start & End): 6-9pm

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer Shannon Cercone

Address 42 Cindy Dr. Williamsville, NY 14221

Phone Number 716-604-6469

Signature of Organizer Shannon Cercone

Date 6/14/22

Shannon.ck@hotmail.com

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

Attachment: Geico Aug 30 (RES-2022-678 : Amusement License - Geico August 30Th)

Attachment: Geico Aug 30 (RES-2022-678 : Amusement License - Geico August 30Th)

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: June 22, 2022
TO: Town Board
FROM: Douglas Gesel, Supervising Code Enforcement Officer
RE: Amusement License for 300 Crosspoint Pkwy- Geico

In response to the Amusement License Application dated 6/30/2022, from Shannon Cercone

I recommend the approval of his request for Sixth 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 $50.00 to $150.00 per day, or fraction thereof.
With the events being held on August 30, 2022 days from 6:00 pm until 11:00pm in the east parking area of the address noted above, I would recommend a fee of $50.00 per day.

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.
- An ABC Fire Extinguisher, minimum 5 lb. with current inspection is required at each ride.
- All mobile food venders must have a valid Town of Amherst license and inspection sticker
- 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

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: Geico Aug 30 (RES-2022-678 : Amusement License - Geico August 30Th)

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: 6/21/2022

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: Geico Amusement on 8/30/2022

1. All mobile food vendors must have a town license and will have an inspection sticker as proof.
2. Fire lanes must be maintained an unobstructed at all times.
3. Tents over 400 square feet will require a Fire Prevention Permit.
4. Crowds over 1000 will require certified Crowd Managers complying with the International Fire Code.
5. Fire extinguishers, minimum of 5 Lb. ABC with current inspections are required at all rides.

Attachment: Geico Aug 30 (RES-2022-678 : Amusement License - Geico August 30Th)

Brownson, Ashley

From: [redacted]
Sent: Wednesday, June 15, 2022 12:39 PM
To: Brownson, Ashley
Subject: Re: Amusement License- Geico Family Fun Day

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 issues or concerns.

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 Wed, Jun 15, 2022 at 11:01 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

> Attached is an application from Shannon Cercone, Geico, to hold an event at 300 Crosspoint Pkwy., Getzville. The event will be held on August 30, 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
> Town Clerk's Office
> 716-631-7021

Attachment: Geico Aug 30 (RES-2022-678 : Amusement License - Geico August 30Th)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26101 **RESOLUTION 2022-679** **ADOPTED**

Budget Transfers and Amendments

For July 11, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 7/6/2022
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:***
H8000.4240 Trucks, Tractors, Equip $13,022.42	H8000.2600 Other $13,022.42

To transfer funds for Vac-Con purchase approved on 6/27/2022.

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
N1042.05002 Em'ee Health Ins. Contribution $1,902.96	N1042.8050 Health Insurance $1,902.96

To recognize Community Development 2nd quarter employee health insurance contributions.

A7452.04389 Federal Grant Rev. $15,125.00	A7452.4025 Print / Adv. / Lease $270.00
	A7452.4100 Rentals $1,500.00
	A7452.4110 Contractual $13,355.00

To setup budget for Historical Preservation Grant for CRS#3453.

N2140.02785 Amh. HOME Rehab $4,500.00	N2140.4000 Contractual $4,500.00
N2154.02785 Amherst Admin- PI $500.00	N2154.4003 Admin $500.00

To recognize Community Development program income from 50 Groton, Amherst.

N2140.02785 Amh. HOME Rehab $4,500.00	N2140.4000 Contractual $4,500.00
N2154.02785 Amherst Admin- PI $500.00	N2154.4003 Admin $500.00
N2123.02785 CDBG & VG PI $19,504.50	N2123.4000 Contractual $19,504.50
N2125.02785 CDBG & VG Admin $4,876.12	N2125.1000 Personal Services $4,529.61
	N2125.8030 FICA $346.51

To recognize Community Development program income from 17 Emerson Dr., Amherst.

A7257.04389 Federal Grant Revenue $103,864.00	A7257.1000 Personal Services $28,310.00
	A7257.4010 Office Supplies $8,500.00
	A7257.4040 Travel $21,680.00
	A7257.4110 Contractual $42,500.00
	A7257.8030 FICA $2,166.00
	A7257.8040 Workers Comp. $708.00

To setup budget for Amherst Task Force for Healthy Community 2122, CRS#2875.

7/11/2022

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

FINANCIAL IMPACT:

See descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26114 **RESOLUTION 2022-680** **ADOPTED**

Community Policing & Training Facility - Change Order No. 2 & Final Frey Electric CRS No. 3482

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which decreases the overall contract amount by $12,926.00. Due to supply-chain related delays, the originally specified louver screening system became unavailable and an equivalent chain-link screening option has been designed for installation by the contractor in accordance with building codes and the approved site plan for this project.

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

Thank you for considering this request for approval of the above referenced contract credit in the amount of $12,926.00.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

Decrease of $12,926.00; A3649-2150

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Community Policing & Training Facility *Emergency Generator Installation* *Project #2018.036C*	*Contract For: Town of Amherst*	Change Order Number: 2 & Final Date: 7/11/22
OWNER: *Town of Amherst*	**ENGINEER:** *Buffalo Engineering*	**CONTRACTOR:** *Frey Electric Construction Co., Inc.*

The Contract is changed as follows:

Install of a chain-link screening fence in lieu of the louvered screening system that was approved within the original contract. Existing generator panel connection lugs also replaced for compatibility.

The original Contract Sum was	$ 243,000.00
The net change by previously authorized Change Orders	$ 2,135.80
The Contract Sum prior to this Change Order was	$ 245,135.80
The Contract Sum will be **decreased** by this Change Order in the amount of	$ ($12,926.00)
The new Contract Sum, including this Change Order, will be	$ 232,209.80
The SUBSTANTIAL COMPLETION Contract Time will be changed by	(0) days.

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.

ENGINEER *(Buffalo Engineering)*	CONTRACTOR *(Frey Electric Construction)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: Frey Change Order 2 Agenda Docs (RES-2022-680 : Community Policing & Training Facility - Change Order No. 2 & Final)

Change Request Proposal

Project: 21-4998-00 / Amherst Comm Police Gener
5583 Main St.
Williamsville, NY 14221

Customer: Town Of Amherst

Change request number: 1002

Description: Purchase and install dual hole lugs for 750 mcm Al cable - main breaker for generator $554.00
Credit for deletion of aluminum fence and installation of modified chain linked fence ($13,480.00)

Notice to Proceed

Submitted date:
Received date:

Status: Quoted
Origination date: 07/06/22

Quotation Quote is valid for 30 days

Submitted date: 10/14/21
Due date:
Submitted amount: -12,926.00
Requested days delay: 0

Revenue Detail

Billing Item	Description	Revenue
		-12,926.00
	Total Revenue For CR 1002	**-12,926.00**

Approvals

Customer: Town Of Amherst

Authorized Representative: _____

By: _____

Date: _____

Contractor: Frey Electric Construction

Project Manager: Eric Frandsen

By: Eric Frandsen

Date: 7-6-22

Attachment: Frey Change Order 2 Agenda Docs (RES-2022-680 : Community Policing & Training Facility - Change Order No. 2 & Final)

NECA
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

FREY ELECTRIC CONSTRUCTION CO.

CHANGE ORDER RECAP

Job Name:	**Amherst Policing Training Center - Generator**	Date:	10/14/2021
Contract No.:	Change Order No.: EC-02	Job No.:	21-4998-00

Description:
Purchase and install lugs for main breaker within generator set.

Material	Material	Labor	Hours	Rate	Labor
					$ -
EATON dual lug for 750mcm Al (3)	$ 370.00	Electrican	1.0	$ 90.78	$ 90.7
ILSCO dual ground lug	$ 11.00				$ -
					$ -
					$ -
					$ -
Material Subtotal:	$ 381.00				$ -
Job Expenses:					$ -
Document Control	incl.	Tool Usage			$ 3.6
Travel Time Costs	incl.	**Total Labor Costs:**			$ 94.4
Telephone	incl.	**SUBTOTAL(L+M+JE)**			$ 475.4
Transportation	incl.	Research & Layout			
Storage / Warehouse	incl.	Material Handling			$ 3.7
Safety (3% of Labor)	incl.	Clean Up Costs:			$ 2.83
Inspections & Permits	incl.				
Record Drawings	incl.				
Fuel Surcharges (4% of Material)	incl.	**SUBTOTAL:**			$ 482.02
Total Job Expenses	$ -	Overhead & Profit		15%	$ 72.30
Qualifications & Clarifications:		Subcontract			
1.) Sales Tax is NOT included		Subcontract Mark-up			
2.) Straight Time only-NO overtime included		TOTAL:			$ 554.32
3.) No cutting and patching included		Tax on Material Total		-	
4.) Schedule Impact					$ -
		QUOTE TOTAL			**$ 554**

We reserve the right to correct any and all errors and omissions

Attachment: Frey Change Order 2 Agenda Docs (RES-2022-680 : Community Policing & Training Facility - Change Order No. 2 & Final)

REQUEST FOR INFORMATION

RFI number	2	Issued date	10/12/2021
Project	Amherst Comm Police Gener	5583 Main St. Williamsville, NY 14221	
Project number	21-4998-00		
To	Joseph Daham - Buffalo Engineering		
Cc			
Ball in court		Return requested date	10/14/2021
Current action	Submitted	Return required date	
Topic	Incorrect lug size on main breaker of generator		
Spec section			
Paragraph		Drawing impact?	☐
Cost impact?	☐ Yes	Drawing reference	E001
Cost impact amount	TBD	Drawing detail	Feeder Schedule A
Schedule impact?	☐	Discipline	
Schedule impact (days)	0.00	Priority	Medium
External number		Status	Open

Request

Per the attached picture, the lugs on the main breaker of the owner provided generator are incorrect.
They only have one hole.
The contract drawings call for parallel feeds (two sets) of 500 mcm copper, now 750 mcm aluminum.

Please issue an RFP t purchase and install the correct size lugs.

Requested by Eric Frandsen

Response

Responded by David Zdolinski - Buffalo Engineering Date 10-12-21

We contacted the manufacturer and confirmed the change to 750MCM aluminum conductors will require the existing generator lugs to be swapped with the appropriate type. Provide pricing for new work provided.

Attachment: Frey Change Order 2 Agenda Docs (RES-2022-680 : Community Policing & Training Facility - Change Order No. 2 & Final)

PCC CHANGE PROPOSAL / APPROVAL

Project No. & Name:	Architect Name:	Owner Project No.:	CP #
21-021 - Frey - Amherst Police Generator	Buffalo Engineering PC	2018.36C	02 - R

General Contractor: Picone Construction Corporation

Credit for the change in Generator Fencing. $16,000.00

Add for Engineering Design Services - $2,520.00

Net Credit $13,480

Note, design services were requested by the Architect on both attached submittal responses.
Revised to include the maximum credit possible.

We assume this changed work will be completed during originally contracted project schedule
No additional costs have been included in the Proposal for our additional Supervision and General Requirement fees
We reserve our right to add theses costs if work is done outside of originally contracted project schedule

Cost Details:

PCC Labor (Siding Removal Credit - 8 hrs x $75 / hr = $600 + 150)		$
PCC Materials, Equipment & Other Costs (supporting detailed Estimate attached)		$ 0.00

Purchase Orders (supporting detailed Proposal(s) attached)

Company	Category of Work	Amount
		$ 0.00
		$ 0.00
		$ 0.00

Purchase Orders Subtotal:		$ 0.00
Subtotal - Labor, Mtl, Equip & PO:		$ 0.00
G. C. Overhead & Profit Markup @:	0%	$ 0.00

Subcontracts (supporting detailed Proposal(s) attached)

Company	Category of Work	Amount
Woodsmith		$ 13,480.00
		$ 0.00
		$ 0.00

Subcontracts Subtotal:		$ 13,480.00
Contractors Commission on Total of Subcontracts @:	0%	$ 0.00
Subtotal:		$ 13,480.00
Performance & Payment Bond Cost Fee (if applicable):	0.00%	$ 0.00
TOTAL CHANGE PROPOSAL AMOUNT:		$ 13,480.00

Time Extension (supporting documentation attached) Calendar Days 00

Contractor:	Architect:	Owner:
Picone Construction Corp.		
Proposed By:	Approved By:	Approved By:
S MacDonald		
Date: 4/8/2022	Date:	Date:

File Location: M:\01 - Projects in Progress\21-021 - Frey Electric - Amherst Comm Policing Generator\Crspdnc w Architect\B - Change Proposals\CP 02 - Change to Chain Link Fence\21-021 CP 02-R - Credit Chain Link Fence
Updated: 4/8/2022

Attachment: Frey Change Order 2 Agenda Docs (RES-2022-680 : Community Policing & Training Facility - Change Order No. 2 & Final)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26116 **RESOLUTION 2022-681** **ADOPTED**

NARC Football Fieldhouse - Special Inspections Encorus Group CRS No. 3466

Subsequent to receiving three (3) proposals for the above referenced professional services and upon review, we recommend that Encorus Group, 23 Mechanic St, Springville, NY 14141, be awarded the attached unit prices as per the proposal summary and cost estimate in an amount not-to-exceed $6,500.00. New York State Building Code requires that an approved inspection and testing program be carried out throughout construction and documented by qualified "special inspectors".

This request has successfully completed the contract review process.

Funds are available for this contract from KP2207.4971. Thank you for considering this request.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NTE $6,500.00; KP2207-4971

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

North Amherst Recreation Center

Football Fieldhouse

Professional Services Special Inspections & Testing

T.O.A. Job No. 2021.044

No.	Professional Services Firm	Professional Services Total
1	Encorus Group	$6,152.80
2	CME Associates, Inc.	$9,151.70
3	SJB Service, Inc.	$9,760.00

Attachment: Encorus Proposal & Rates (RES-2022-681 : NARC Football Fieldhouse - Special Inspections)

ENCORUS GROUP
23 Mechanic Street
Springville, NY 14141
716.592.3980
encorus.com

June 8, 2022

Michael Hitzel, AIA, LEED AP
Project Architect
Didonato Associates, Engineering & Architecture, P.C.
689 Main Street
Buffalo, New York 14203

Re: Request for Proposal – Town of Amherst NARC Building
Encorus Proposal No. Q22-195

Dear Mr. Hitzel:

Encorus Group is pleased to present you with the following proposal regarding the above-referenced project.

Encorus Group is full-service engineering, testing and inspection company. Our multi-disciplinary staff includes over 70 full-time employees operating out of offices in Springville and West Seneca, NY. Additionally, Encorus is certified both federally and through New York State as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

Encorus operates a fully equipped and accredited in-house civil materials testing laboratory out of its West Seneca, NY office. Our field and laboratory technicians have worked with builders, developers, manufacturing and industrial clients, healthcare, and educational institutions across Western New York to ensure that building materials and methods meet all applicable requirements and standards. These services are critical to the safety and viability of a project. Encorus has proven to be a trusted partner to a variety of clients, offering reliable, efficient services to help you bring your project in on-time and at the highest standard.

Please contact me if you have any further questions, or would like additional information. We look forward to working with you!

Respectfully submitted,

Jeremy Lake
Civil Laboratory Supervisor

Phone: 716.592.3980, ext. 133
Email: jlake@encorus.com

Attachment: Encorus Proposal & Rates (RES-2022-681 : NARC Football Fieldhouse - Special Inspections)

ENCORUS GROUP

CIVIL MATERIAL TESTING DEPARTMENT RATE SHEET

Hourly Services Rates	
Standard Inspection - 4 Hour Minimum - Portal to Portal *Concrete / Soil / In Place Density / Rebar*	$34.00 / Hour
Specialty Inspection - 4 Hour Minimum - Portal to Portal *Soil Bearing Grade/ Pile / Masonry / Asphalt / Interior MEP/ SWPPP Inspections / Coring*	$38.00 / Hour
Advanced Inspection - 4 Hour Minimum - Portal to Portal *Pull Testing / EIFS Inspection / Paint Thickness / Fireproofing / Firestopping / Floor Flatness*	$50.00 / Hour
Structural Inspection - 4 Hour Minimum - Portal to Portal *Cold Forming, Post Tensioning, Precast, Wood Framing, Steel*	$65.00 / Hour
Special Inspection Sign-off – *If Required*	$115.00 / Hour

Travel Costs	
Mileage – Portal to Portal from West Seneca Office	$0.70 / Mile
Per Diem	GSA rate plus 10%
Tolls / Parking	Cost plus 10%

Lab Tests – Inclusive of Labor & Reports	
Compressive Strength Concrete Cylinders	$10.00 / Each
Compressive Strength Mortar / Grout	$10.00 / Each
Compressive Strength Prisms / Block	$45.00 / Each
Compressive Strength Cores	$25.00 / Each
Flexural Strength Beams	$35.00 / Each
Sieve Analysis	$45.00 / Each
Standard / Modified Proctor	$70.00 / Each
Specific Gravity	$30.00 / Each
Hydrometer Test / Atterberg Limits	$75.00 / Each
Moisture Content - Soil	$10.00 / Each
Organic Content	$40.00 / Each
Fireproofing Density / Adhesion / Cohesion	$30.00 / Each

Equipment and Materials	
Evaporable Moisture Content - Puck	$30.00 / Each
Windsor Probes	$45.00 / Set
Nuclear Densometer Rental	$30.00 / Day
Standard Equipment Rental *Coring / Floor Flatness / Pull Test / Coating Thickness / Penetrometer*	$100.00 / Day

- Services are provided Monday-Friday between the hours of 7:00 am & 4:00 pm.
- Services provided at other times or over 8 hours per day will be billed at a premium rate of 1.5 times the standard rate
- All out-of-pocket expenses incurred in connection with this project not listed above will be billed at our cost plus an administrative charge of ten percent (10%).
- As our services are not classified as prevailing wage eligible work, above prices do not include NY Prevailing Wage requirements for pay, reporting of certified payroll, or submittal/certification of any other payroll compliance forms.
- Proposals/Quotes are subject to Encorus Group Standard Terms & Conditions
- The fee schedule is valid for 2022. Services continuing into 2023 will be charged in accordance with the fee schedule then in effect with the previous agreement of the client.
- A same-day cancellation charge of $75.00 will be charged if we are scheduled in advance to be on-site but are cancelled that day.
- Technician scheduling must be made with the Manager not the Technician.

Encorus Group is a Service-Disabled Veteran-Owned Small Business.

23 Mechanic Street
Springville, NY 14141

295 Main Street
West Seneca, NY 14224

encorus.com
716.592.3980

Attachment: Encorus Proposal & Rates (RES-2022-681 : NARC Football Fieldhouse - Special Inspections)

ENCORUS™ GROUP

TIME AND MATERIAL ESTIMATE

Please note this is an estimated amount based on our understanding of the scope. You will be charged actual amounts in accordance with the rate sheets and terms & conditions contained in quote Q22-195.

Concrete Inspection		
Standard Inspection - Concrete	4 full days @ 8hrs = 32hrs @ $34.00/hr	$1,088.00
Concrete Cylinders	15 cyls @ $10.00/cyl	$150.00
Standard Inspection - Rebar	2 full days @ 8hrs = 16hrs @ $34.00/hr	$544.00

Soil Inspection		
Standard Inspection - Compaction	5 full days @ 8hrs = 40hrs @ $34.00/hr	$1,360.00
Troxler Rental	5 Days @ $30.00/Day	$150.00
Specialty Inspection – Bearing Grade	2 full days @ 8hrs = 16hrs @ $38.00/hr	$608.00
Static Cone Penetrometer Rental	2 Days @ $100.00/Day	$200.00

Wood Inspection		
Structural Inspection - Framing	2 full days @ 8hrs = 16hrs @ $65.00/hr	$1,040.00
Structural Inspection - Trusses	1 full day @ 8hrs = 8hrs @ $65.00/hr	$520.00

Mileage		
Site Visits (44 miles)	16 visits @ 44 miles/visit = 704 miles @ $0.70/mile	$492.80

Time and Materials Estimate $6,152.80

Attachment: Encorus Proposal & Rates (RES-2022-681 : NARC Football Fieldhouse - Special Inspections)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26117 **RESOLUTION 2022-682** **ADOPTED**

Northtown Center Parking Lot Expansion - Change Order No. 1 & Final Goodwin Electric Corp CRS No. 3476

We are requesting that the Town Board consider approval of the above referenced Change Order, which increases the overall contract amount by $7,120.00. During construction it was determined that the proposed location of three (3) site lighting poles needed to be relocated to avoid conflicts with existing electric wires. As such, additional PVC conduit, fittings, wire, and a quazite box shall be installed to allow for the electrical extentions. This request is contingent on successful completion of the contract review process.

Funding is available for this change order from the project bond account KP2103.4972.

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

Thank you for considering this request.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$7,120.00; KP2103-4972

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

Change Order

PROJECT: *(Name, address and Project File No.)*
Northtown Center Parking Lot Expansion
Town of Amherst Job No. 930094V-B

CHANGE ORDER NUMBER: **1 & Final**
DATE: **07/01/2022**

TO CONTRACTOR: *(Name and address)*
Goodwin Electric Corporation
201 South Youngs Road
Williamsville, NY 14221

The Contract is changed as follows:
(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

Relocation of three (3) light poles to address existing utility line conflicts; additional PVC pipe, excavation, and Quazite box as described in attached change order. $7,120.00

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$	$ 52,797.00
The net change by previously authorized Change Orders	$	$ 0
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$	$ 52,797.00
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be **(increased)** ~~(decreased)~~ ~~(unchanged)~~ by this Change Order in the amount of	$	$ 7,120.00
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$	$ 59,917.00
The Contract Time will be ~~(increased)~~ ~~(decreased)~~ **(unchanged)** by	( ) **days**	
The date of Substantial Completion as of the date of this Change Order therefore is		Unchanged

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER
N/A	**Goodwin Electric Corporation**	**Town of Amherst**
N/A	**201 South Youngs Road**	**5583 Main St.**
ADDRESS	**Williamsville, NY 14221** ADDRESS	**Williamsville, NY 14221** ADDRESS
N/A BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	**Kiril Lazarov** (*Typed name*)	**Brian J. Kulpa** (*Typed name*)
DATE	DATE	DATE

Attachment: NTC Change Order 1 Form - Goodwin_7-1-2022_unsigned (RES-2022-682 : Northtown Center Parking Lot Expansion - Change

Goodwin Electric Corp.

201 South Youngs Road
Williamsville, NY 14221
Phone: (716) 634-4000 Fax: (716) 634-4038

13-May-22 **Rev1**

GPI Engineering | Design | Planning | Construction Management
Jason Burford, PMP

RE: Northtown Center Parking Lot Expansion
PCI 1 - Relocation of three light poles

Dear Mr. Burford,

Quote: This quote includes additional work as referenced above and as attached.
See below and attached for labor and material breakdown.

Electrician Frmn	(	4.00	Hrs @	$	96.24	)	$ 384.96
Electrician/Operator	(	30.00	Hrs @	$	88.70	)	$ 2,661.00
Equipment	(	11.50	Hrs @	$	101.90	)	$ 1,171.85
Haul Away Excess	(	4.00	Hrs @	$	37.56	)	$ 150.24
Materials							$ 1,637.34
Subtotal							$ 6,005.39
O&P							$ 900.81
Bond							$ 213.40
Total Add							$ 7,120.00

If you have and questions, please do not hesitate to contact me.

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: Northtown - PCI 1 - Relocate Three Light Poles Rev1 (RES-2022-682 : Northtown Center Parking Lot Expansion - Change Order No.

RE: **Northtown Center Parking Lot Expansion**
PCI 1 - Relocation of three light poles

Description		Qty		Material
	QUAZITE BOX	1	$	513.34
	QUZAITE COVER	1	$	256.49
1 1/4"	PVC	30	$	166.50
1 1/4"	PVC ELBOW	6	$	76.20
1 1/4"	PVC COUPLING	12	$	13.20
1"	PVC	80	$	295.20
1"	PVC ELBOW	6	$	40.50
1"	PVC COUPLING	12	$	13.20
	NYLON LINE	100	$	7.11
10	THHN STR CU	320	$	145.60
	DELIVERIES	2	$	90.00
	MISC HARDWARE ETC	2	$	20.00
Total Adds			**$**	**1,637.34**

Attachment: Northtown - PCI 1 - Relocate Three Light Poles Rev1 (RES-2022-682 : Northtown Center Parking Lot Expansion - Change Order No.

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26118 **RESOLUTION 2022-683** **ADOPTED**

WPCF Odor Eliminator Procurement Chemasters, Inc. CRS 3465

The Engineering Department-Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign the referenced agreement with Chemasters, Inc. This agreement is a quotation contract for odor eliminator at the WPCF with a not to exceed amount of $20,000.00 annually. The term of this contract will be from date of Town Board approval by the Town of Amherst through June 30, 2023.

Funding source for this will be G9916-4820 and 4926.

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

Thank you for considering this request.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NTE $20,000.00; G9916-482 and G9916-4926

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

AGREEMENT

Let this document stand as an Agreement between Chemasters Inc. and the Town of Amherst permitting the Town of Amherst to purchase the following Odor Control Liquids on an as-needed basis through June 30, 2023. The two products are as follows:

- 55 gallon drums of OC-8000 Deodorizer at the cost, not to exceed $11.00 per gallon.
- 275 gallon totes of OC-8000 Deodorizer at the cost, not to exceed $10.00 per gallon.

The term of this contract will be from date of Town Board approval by the Town of Amherst through June 30, 2023.

Agreed to and Accepted by:

CHEMASTERS, INC.

By: Signature

Brian Seifert

Printed name

Date: 6/14/22

OWNER

Title

Date:

Agreed to and Accepted by:

TOWN OF AMHERST

By:

Brian J. Kulpa

Supervisor

Attachment: Chemasters Agreement (RES-2022-683 : WPCF Odor Eliminator Procurement)

WPCF Odor Eliminator

Company	Product	Estimated Quantitiy	Unit Cost	Total Cost
Chemasters	OC -8000	24	$ 605.00	$ 14,520.00
W.W. Grainger	ZEP 43NR53	24	$ 1,385.96	$ 33,263.04
AABACO Evirnmental	OdorEL-55G	24	$ 1,895.00	$ 45,480.00
MSC	51346773	24	$ 903.31	$ 21,679.44

Attachment: Chemasters Agreement (RES-2022-683 : WPCF Odor Eliminator Procurement)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26119 **RESOLUTION 2022-684** **ADOPTED**

WPCF Disinfection and Metering System Improvements - Change Order No. 2 Frey Electric Construction Co., Inc. CRS No. 3467

Due to anticipated fabrication and delivery delays, the Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a no cost time extension until January 31, 2023 for Frey Electric Construction Co., Inc. for the above-referenced project. There are no ancillary costs associated with this request.

Pending successful completion of the contract approval procedure, may we have your approval to award Frey Electric Construction Co., Inc. the above referenced Change Order?

Thank you for considering this request.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

N/A

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 2**

DATE: 6-27-22

WPCF: Disinfection and Metering System Improvements – Electrical Contract

Project No. **2016.002A**

TO CONTRACTOR: *(Name and address)*

Frey Electric Construction Co., Inc.
100 Pearce Ave.
Tonawanda, NY 14150

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Requesting that the project substantial completion date of August 27, 2022 be extended to January 31, 2023.

   All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 386,405.00
The net change by previously authorized Change Orders	$ 4,755.21
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 391,160.21
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (~~decreased~~) (unchanged) by this Change Order in the amount of	$ 0.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 391,160.21
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by	(157) days
The date of Substantial Completion as of the date of this Change Order therefore is	January 31, 2023

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
AECOM USA, Inc.	Frey Electric Construction Co., Inc.	Town of Amherst
ADDRESS: 1 John James Audubon Pkwy. Amherst, NY 14228	ADDRESS: 100 Pearce Ave. Tonawanda, NY 14150	ADDRESS: 5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Frey Electric Change Order (RES-2022-684 : WPCF Disinfection and Metering System Improvements - Change Order No. 2)

Attachment: Frey Electric letter 6-21-2022 (RES-2022-684 : WPCF Disinfection and Metering System Improvements - Change Order No. 2)

6/21/22

Town of Amherst Engineering Dept.
1100 N. Forest Rd.
Williamsville, NY 14221
WPCF Disinfection and Metering Improvements Project
Attn: Michael Poslinski

Mr, Poslinski

As requested, we are notifying you that we are delayed in completing our work on the Disinfection and Metering Improvements Project. The Electrical contract requires Frey Electric to provide conduit, wire and connections to various equipment, provided by the General Contractor. Until such time as the installation of the equipment is progressing, Frey Electric has no work to perform. Presently, we have no schedule from either the GC or the Town, indicating when work will start up again on the Project. Any work that could be independently installed, such as the light poles, has been completed. Without a schedule, a start up date or input on when equipment will arrive at the site, Frey Electric cannot independently determine the future date of substantial completion. Based on the amount of work remaining and the time frame from the original schedule, we would suggest that an extension to January 31st of 2023 would not be unwarranted. Please provide any information or schedule that the GC may have forwarded to, regarding the Project.

Thank you,

Michael Bishop

Michael Bishop, Project Manager

www.Frey-Electric.com
100 Pearce Avenue, Tonawanda, New York 14150 p: (716) 874-1710 f: (716) 874-0203

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26072 **RESOLUTION 2022-685** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback SHI International Corp for GPS Solutions CRS #3119

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the NYS contract with SHI International Corporation for Information Technology Umbrella contract - Distributor Based software and hardware for GPS units for Highway trucks.

The SHI International is under NYS OGS Contract Award # 22876, Contract # PD67647, Group # 73600 for the period from December 7, 2016 through December 6, 2026.

The Silent Passenger Subscription service includes web based data hosing, technical support, automatic upgrades, on demand historical location reporting, iphone application access via INTELLISHIFT for the period of 1/1/2022 through 12/06/2026.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract subject to the Contract Routing System (CRS # 3119) and the approval of the Town Attorney.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

D5110, D5142, H8000 (4110) for $1,774.00 per each ORG for 6 months each 2022.

Vehicle quanity and price subject to be adjusted annually.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Highway
Initiated by: **Patrick G. Lucey**
Co-Sponsored by:

DOC ID: 26104 **RESOLUTION 2022-686** **ADOPTED**

Town Wide Organics Management Partnership CRS #3480

NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst is approved to enter into a Partnership with NOCO Enterprises LLC (DBA Buffalo River Compost), 2440 Sheridan Drive, Tonawanda, NY 14150 for Organics Management Partnership.

Whereas, the Town of Amherst agrees that the contract includes Composting Services for the capability and experience with habitat restoration, environmental consulting and remediation.

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this five (5) year contract subject to the Contract Routing System (CRS #3480) and the approval of the Town Attorney.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NTE $18,200.00 per year

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

NOCO

BUFFALO RIVER COMPOST
noco.com

April 14, 2022

VIA ELECTRONIC
AND FIRST CLASS MAIL

Town of Amherst
Attn: Patrick Lucey Highway Superintendent
1042 North Forest Road
Amherst, New York 14221

Dear Pat:

Re: Proposal for Organics Management Partnership

Buffalo River Compost a wholly owned subsidiary of NOCO Enterprises LLC (Partner) is thrilled to have an opportunity to propose our unique Organic Management and Composting Service to the Town of Amherst Highway Department (ToA) to facilitate a Town of Amherst Food Waste Composting Facility located on New Road and referred to as the "New Road" facility. We are passionate about creating and implementing a Composting facility that meets ToA unique mission of providing the highest quality of services to the residents and community.

This letter shall serve as an agreement what services and responsibilities and Fee structure Partner would offer to ToA.

1. **Term of Agreement:** The term of this Proposal shall commence on the date it is fully executed by ToA and shall continue for five (5) years in accordance with the terms and conditions of this Agreement with an option to renew for an additional five (5) years if mutually agreed upon. Notwithstanding anything herein to the contrary, either party may terminate this Agreement upon thirty (30) days prior written notice before the end of the term. Partner is a full service Composting Company with office located at 2440 Sheridan Drive, Tonawanda NY 14150

Attachment: DOC070622-07062022082654 (RES-2022-686 : Town Wide Organics Management Partnership Crs # 3480)

NOCO

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2. **Composting Services Agreement:**

- The Town of Amherst (ToA) currently has a plot of land, registered for composting including food waste and roadkill animals ("New Road", 3755 Tonawanda Creek Road).
- ToA is operating New Road with Town employees and Town resources.
- New Road is currently operating at far less than registered capacity.
- Capability and experience with habitat restoration, environmental consulting and remediation in waterways and wetlands.
- Experience and capability to manage third party contractors involved in the activity described above, including land clearing, site preparation, and permitting.

Therefore, Partner agrees to provide the following management services to the New Road site owned by the ToA and ToA agrees to provide consideration as defined below:

1. Partner and ToA will agree on operating procedures for the site, following all NYS DEC regulations and current or future registrations.
2. Partner shall assume operational control of the material and inventory currently in process or stored on site.
3. ToA shall provide operators, loader equipment, fuel, oil and maintenance as required managing the material on the site; Partner personnel shall not operate any ToA owned equipment.
4. Partner will provide employees or assistants on an as-needed basis to assess inflows, material status, processing material needs, and to provide quality assurance.
5. Partner will have a single point of contact for the ToA, (Senior Refuse Control Officer).
6. ToA may provide finished material to ToA or residents at no cost, Partner to package and market excess finished material, and will split revenue produced 50/50 with ToA.
7. ToA will allow access for customers or vendors preapproved by ToA and will provide loader and operator for loading material leaving site.
8. ToA staff shall measure, record and report all data required for compliance under the direction of Partner.
9. Maximum volumes shall be predicated up on the space available and reasonable time to assimilate and process volume increases
10. Right to decline accepting material from ToA if the material would take New Road out of compliance.
11. ToA can arrange for material from third parties if needed, at cost to ToA with prior approval.
12. Partner will have the right to define a specification for incoming material, including what is not acceptable, such as plastics or other contaminants, pending ToA approval.

Attachment: DOC070622-07062022082654 (RES-2022-686 : Town Wide Organics Management Partnership Crs # 3480)

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13. Partner will work with ToA staff to define a policy on carbon credits that is mutually agreeable, that shall result in an even split of any revenue derived from the sale of carbon credits in the voluntary market.
14. Partner will have the right to terminate the contract if ToA defaults, including right to abandon material on site.
15. Partner will have the right to conduct lawful research and pilot projects on site, to the extent space is available and in compliance with all regulations or registrations.

3. Compensation: Pay Partner a management fee of $140 per hour, for a nominal two and a half hours per week, not to exceed $18,200 per calendar year for this scope of services

4. Responsibility for Employees: Partner shall assume all responsibility and liability as it relates to employees and program participants assigned by Partner to perform Services on the Property.

5. Insurance: Each party shall secure and maintain throughout the Term, with a reputable insurance company or companies permitted to do business in the State of New York. The ToA if self-insured will provide the coverages outlined within that Town arrangement:

(i) Worker's Compensation and/or Occupational Disease Insurance in accordance with the applicable law or laws;

(ii) Employer's Liability Insurance;

(iii) Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million ($1,000,000.00) dollars per occurrence and THREE Million ($3,000,000.00) in the aggregate. Coverage must include the following perils:

1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the Services provided;

2. Broad Form Property Damage;

3. Personal and Advertising Injury Liability;

Attachment: DOC070622-07062022082654 (RES-2022-686 : Town Wide Organics Management Partnership Crs # 3480)

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6. Independent Contractors: Coverage is to be endorsed to include a "Waiver of Subrogation" Endorsement;

(iv) Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least ONE Million ($1,000,000.00) Dollars;

(v) Commercial Umbrella Liability Insurance at a ONE Million ($1,000,000.00) per occurrence and aggregate limit. The coverage should be on a follow-form basis;

(vi) It is agreed that this insurance will not be canceled, materially changed, or not renewed without at least a thirty (30) day advance written notice to the other party.

5. Indemnity. To the fullest extent permitted by law, each party will indemnify and hold harmless the other, all of its officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including reasonable legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of the indemnifying party, its officers, directors, agents, employees and subcontractors, directly in connection with the performance any Services, except to the extent those claims, suits, liens, judgments, damages, losses and expenses that are caused by the sole negligence of the indemnified party.

10. Independent Contractor. It is understood and agreed that in undertaking the performance of, and in performing under, this Agreement, Partner is and shall at all times be acting solely as an independent contractor.

11. Partnership. It is expressly understood that this Agreement does not in any way, or for any purpose, create or constitute a partnership between the parties hereto, or a joint venture by them.

12. Conflicts. The parties agree that conflicts arising pursuant to this Agreement, if any, shall be resolved at the lowest possible level to ensure both timely resolution of the issue and minimum disruption of Services.

Attachment: DOC070622-07062022082654 (RES-2022-686 : Town Wide Organics Management Partnership Crs # 3480)

NOCO

BUFFALO RIVER COMPOST
noco.com

13. Written Notice. Any notice required under this Agreement shall be in writing and shall be sent by registered or certified mail, facsimile or electronic mail to the addresses first set forth above.

7. **Assignment of Agreement:** This Agreement shall inure to the benefit of and be binding upon the respective parties, their successors and assigns. Partner may assign any or all of its rights and responsibilities under this Agreement to a related entity upon 30 days written notice to ToA

8. **Amendment of Agreement**: No amendment, modification or change hereof shall be binding on any party hereto unless set forth in writing, dated subsequent hereto and executed by such party.

(vii) Enforcement of Agreement. If any provision of this Agreement shall be held or deemed to be or shall in fact be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

(viii) IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Confidentiality Notice: This document is confidential and contains proprietary information and intellectual property of Partner. None of the information contained herein may be reproduced, republished, distributed, or disclosed under any circumstances without the express consent of Partner.

Attachment: DOC070622-07062022082654 (RES-2022-686 : Town Wide Organics Management Partnership Crs # 3480)

NOCO

BUFFALO RIVER COMPOST
noco.com

Please review the above options and contact me with any questions, concerns, or ideas for additional services or assistance Partner can provide to ToA. We look forward to working with you.

Very truly yours,
NOCO Enterprises, LLC
DBA Buffalo River Compost

By: _____
Brian D. Murphy

Agreed to and Accepted this
_____ day of April, 2022

Town of Amherst Highway Department.

Attachment: DOC070622-07062022082654 (RES-2022-686 : Town Wide Organics Management Partnership Crs # 3480)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Highway
Initiated by: **Patrick G. Lucey**
Co-Sponsored by:

DOC ID: 26122 **RESOLUTION 2022-687** **ADOPTED**

Approval to Sign Petroleum Bulk Storage Application/Registration-Highway

We respectfully request the Town Board approves the Supervisor to sign the five (5) year Petroleum Bulk Storage Application/Registration PBS Number: 9-422991. This is required by the NYSDEC every five years for the Highway Departments storage tanks for fuel and heating/waste oil. Fee schedule for total storage capacity of 5,000 - 399,999 gallons equals $500.00 for Highway Facility for five (5) years. Thank you for your time and consideration.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$500.00

A5132 : 4112

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

13.M.3.a

New York State Department of Environmental Conservation

Attachment: pbs application-07062022142257 (RES-2022-687 : Approval to Sign Petroleum Bulk Storage Application/Registration-Highway)

Petroleum Bulk Storage Application

Pursuant to the Environmental Conservation Law: Article 17, Title 10; and
Regulations 6 NYCRR Part 613 and 6 NYCRR Subpart 374-2

(Please Type or Print Clearly and Complete All Items for Sections A, B & C)

PBS Number:
9-422991

Return Completed Form & Fees To:
NYSDEC Region 9
270 Michigan Avenue
Buffalo, NY 14203-2999
(716) 851-7220

Packet Pg. 141

Section A - Facility/Property Owner/Contact Information

Expiration Date: 08/24/2022

Transaction Type: 5

1) Initial/New Facility
2) Change of Ownership
3) Tank Installation, Closing, or Repair
4) Information Correction
5) Renewal

FACILITY

Facility Name: TOWN OF AMHERST HIGHWAY DEPARTMENT
Tax Map Borough/Section:
Facility Address (Physical Address, No P.O. Boxes): 1042 NORTH FOREST ROAD
Block:
Facility Address (cont.):
Lot:
City: AMHERST
State: NY
ZIP Code: 14221
County: Erie
Township or City: Amherst
Facility Phone Number: (716) 631-7117
Facility Operator: THOMAS TRABERT III

TYPE OF PETROLEUM FACILITY (Check only one)

- [ ] 01=Storage Terminal/Petrol. Distributor
- [ ] 02=Retail Gasoline Sales
- [ ] 03=Other Retail Sales
- [ ] 04=Manufacturing
- [ ] 05=Utility
- [ ] 06=Trucking/Transportation/Fleet
- [ ] 07=Apartment/Office Building
- [ ] 08=School
- [ ] 09=Farm
- [ ] 10=Private Residence
- [ ] 11=Airline/Air Taxi/Airport
- [ ] 12=Chemical Distributor
- [x] 13=Municipality
- [ ] 15=Railroad
- [ ] 25=Auto Service/Repair (No Gasoline
- [ ] 28=Cemetery/Memorial
- [ ] 26=Religious (Church, Synagogue, Mosque, Temple, etc.)
- [ ] 27=Hospital/Nursing Home/Health Care
- [ ] 52=Marina
- [ ] 53=Nuclear Power Plant
- [ ] 99=Other (Specify):

Emergency Contact Name: ~~LEO EHRMANN~~ PAUL ANDERSON
Emergency Telephone Number: (716) 631-7117

NOTE:

Fill in Property Owner information here....>>>

Indicate Tank Owner in Section C.

OWNER

Facility (Property) Owner (from Deed): TOWN OF AMHERST
Facility Owner Address (Street and/or P.O. Boxes): 5583 MAIN STREET
City: WILLIAMSVILLE
State: NY
ZIP Code: 14221
Owner Telephone Number: (716) 631-7000

Type of Owner (check only one):

- [ ] 1 Private Resident
- [ ] 2 State Government
- [x] 3 Local Government
- [ ] 4 Federal Government
- [ ] 5 Corporate/Commercial/Other

I hereby certify, under penalty of law, that all of the information provided on this form is true and correct. False statements made herein may be punishable as a criminal offense and/or a civil violation in accordance with applicable state and federal law.

Name of Property Owner or Authorized Representative:
Amount Enclosed: $
Title:
Signature:
Date:

Official Use Only
Date Received: ___/___/___
Date Processed: ___/___/___
Amount Received: $_____
Reviewed By: _____
Rev. 6/26/2019

CORRESPONDENCE

(Please keep this information up to date.)

Facility Contact Person Name: PATRICK LUCEY
Contact Person Company Name: TOWN OF AMHERST HIGHWAY DEPT
Address: 1042 NORTH FOREST ROAD
Address (cont.):
City/State/ZIP Code: WILLIAMSVILLE, NY 14221
Tel. Number: (716) 631-7117
eMail Address: PLUCEY@AMHERST.NY.US

PF
9-422991

Attachment: pbs application-07062022142257 (RES-2022-687 : Approval to Sign Petroleum Bulk Storage Application/Registration-Highway)

Section B - Tank Information

each item/column)

Registration Expiration Date:
8/24/2022

(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)
Action	Tank Number	Tank Location	Status	Installation, out-of-service, or Permanent ClosureDate (mm/dd/yyyy) **Application will be returned if blank**	Capacity (Gallons)	Product Stored (If Gasoline w/ethanol or Biodiesel, list % additive) %	Tank Type	Tank Internal Protection	Tank External Protection	Tank Secondary Containment	Tank Leak Detection	Tank Overfill Prevention	Tank Spill Prevention	Pumping/Dispensing Method	Piping Location	Piping Type	Piping External Protection	Piping Secondary Containment	Piping Leak Detection	Under Dispenser Containment (UDC) (Check box if present)
	05	3	1	10/29/2012	1,000	2642	01	00	01	01	00	04	01	02	01	11	00	00	00	☐
	06	3	1	10/29/2012	275	2642	01	00	01	00	06	04	00	02	01	10	00	00	00	☐
	1	5	1	8/1/1992	12,000	0008	01	00	02	04	01	03	01	01	02	11	05	04	07	☐
	10	3	1	12/10/1992	55	1045	01	00	01	00	00	04	00	03	01	11	00	00	00	☐
	11	3	1	12/10/1992	55	0021	01	00	01	00	00	04	00	03	01	11	00	00	00	☐
	12	3	1	12/10/1992	55	0010	01	00	01	00	00	04	00	03	01	11	00	00	00	☐
	13	3	1	12/10/1992	55	0015	01	00	01	00	00	04	00	03	01	11	00	00	00	☐
	14	3	1	12/10/1992	55	0015	01	00	01	00	00	04	00	03	01	11	00	00	00	☐
	15	3	1	12/10/1992	55	0015	01	00	01	00	00	04	00	03	01	11	00	00	00	☐
	2	3	1	4/1/1995	1,000	2642	01	00	01	01	00	04	01	02	01	11	00	00	00	☐
	3	5	1	12/1/1997	8,000	2712 10	06	03	04	04	01	03	01	01	02	11	05	04	07	☐
	4	5	1	12/1/1997	8,000	2712 10	06	03	04	04	01	03	01	01	02	11	05	04	07	☐
	7	3	1	12/10/1992	55	0015	01	00	01	00	00	04	00	03	01	11	00	00	00	☐

Attachment: pbs application-07062022142257 (RES-2022-687 : Approval to Sign Petroleum Bulk Storage Application/Registration-Highway)

PBS Number: 9-4

Petroleum Bulk Storage Application

Section C - Tank Ownership Information (for PBS tanks listed in Section B)

Tank Owner Information

☑ Check box if same as Facility (Property) Owner.

If tank owner is different from property owner, fill out information below:

Tank Owner Name (Company/Individual):

Contact Person:

Tank Owner Address:

City: | State: | ZIP:

Contact Person Telephone Number: | Contact Person email:

Specific Tanks Owned

☐ Check box if this owner owns all tanks at this facility.

If not, list tanks owned by this owner below:

Tank Number:

Name of Class B (Daily On-Site) Operator: Tom Trabert | Authorization No:

Name of Class A (Primary) Operator: Ken Strom | Authorization No:

Tank Owner Information

☑ Check box if same as Facility (Property) Owner.

If tank owner is different from property owner, fill out information below:

Tank Owner Name (Company/Individual):

Contact Person:

Tank Owner Address:

City: | State: | ZIP:

Contact Person Telephone Number: | Contact Person email:

Specific Tanks Owned

☑ Check box if this owner owns all tanks at this facility.

If not, list tanks owned by this owner below:

Tank Number:

Name of Class B (Daily On-Site) Operator: Tom Trabert III | Authorization No:

Name of Class A (Primary) Operator: Ken Strom | Authorization No:

 PBS No: 9-422991

05	06	10	11	12
13	14	15	2	7
8	9			

13.M.3.a

Attachment: pbs application-07062022142257 (RES-2022-687 : Approval to Sign Petroleum Bulk Storage Application/Registration-Highway)

Packet Pg. 144

P 9-422991

Section B - Tank Information

(Please use the key located on the last page to complete each item/column)

Registration Expiration Date: 8/24/2022

)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)
Action	Tank Number	Tank Location	Status	Installation, out-of-service, or Permanent ClosureDate (mm/dd/yyyy) **Application will be returned if blank**	Capacity (Gallons)	Product Stored (If Gasoline w/ethanol or Biodiesel, list % additive) %	Tank Type	Tank Internal Protection	Tank External Protection	Tank Secondary Containment	Tank Leak Detection	Tank Overfill Prevention	Tank Spill Prevention	Pumping/Dispensing Method	Piping Location	Piping Type	Piping External Protection	Piping Secondary Containment	Piping Leak Detection	Under Dispenser Containment (UDC) (Check box if present)
	8	3	1	12/10/1992	55	0021	01	00	01	00	00	04	00	03	01	11	00	00	00	☐
	9	3	1	12/10/1992	55	0010	01	00	01	00	00	04	00	03	01	11	00	00	00	☐

Note: If you need to add tanks to your registration, write them in using blank lines above. Attach additional sheets as needed.
Blank Section B is available at http:/www.dec.ny.gov/docs/remediation_hudson_pdf/pbsrenewal.pdf

Attachment: pbs application-07062022142257 (RES-2022-687 : Approval to Sign Petroleum Bulk Storage Application/Registration-Highway)

Tank Owner Information

☐ Check box if same as Facility (Property) Owner.
If tank owner is different from property owner, fill out information below:

Tank Owner Name (Company/Individual):		
Contact Person:		
Tank Owner Address:		
City:	State:	ZIP:
Contact Person Telephone Number:	Contact Person email:	

Specific Tanks Owned

☐ Check box if this owner owns all tanks at this facility.
If not, list tanks owned by this owner below:

Tank Number:

Name of Class B (Daily On-Site) Operator: THOMAS TRABERT III	Authorization No: PR6-EG4
Name of Class A (Primary) Operator: KENNETH STROM	Authorization No: KR4-WWC

Tank Owner Information

☐ Check box if same as Facility (Property) Owner.
If tank owner is different from property owner, fill out information below:

Tank Owner Name (Company/Individual):		
Contact Person:		
Tank Owner Address:		
City:	State:	ZIP:
Contact Person Telephone Number:	Contact Person email:	

Specific Tanks Owned

☐ Check box if this owner owns all tanks at this facility.
If not, list tanks owned by this owner below:

Tank Number:

Name of Class B (Daily On-Site) Operator:	Authorization No:
Name of Class A (Primary) Operator:	Authorization No:

 PBS No:9-422991

1	3	4			

Attachment: pbs application-07062022142257 (RES-2022-687 : Approval to Sign Petroleum Bulk Storage Application/Registration-Highway)

PETROLEUM BULK STORAGE APPLICATION - SECTION B - TANK INFORMATION - CODE KEY

on (1
ial Lisung
l Tank
sc/Remove Tank
rmation Correction
5. Repair/Reline Tank

Tank Location (3)

1. Aboveground-contact w/soil
2. Aboveground-contact w/ impervious barrier
3. Aboveground on saddles, legs, stilts, rack or cradle
4. Partially buried tank (tank with 10% or more below ground)
5. Underground including vaulted with no access for inspection
6. Aboveground in Subterranean Vault w/access for inspections

Status (4)

1. In-service
2. Out-of-service
3. Closed-Removed
4. Closed- In Place
5. Tank converted to Non-Regulated use

Products Stored (7)

Heating Oils: On-Site Consumption

0001. #2 Fuel Oil
0002. #4 Fuel Oil
0259. #5 Fuel Oil
0003. #6 Fuel Oil
0012. Kerosene
0591. Clarified Oil
2711. Biodiesel (Heating)
2642. Used Oil (Heating)

Heating Oils: Resale/ Redistribution

2718. #2 Fuel Oil
2719. #4 Fuel Oil
2720. #5 Fuel Oil
2721. #6 Fuel Oil
2722. Kerosene
2723. Clarified Oil
2724. Biodiesel (Heating)

Motor Fuels

0009. Gasoline
2712. Gasoline/Ethanol
2710. Biodiesel
0011. Jet Fuel
1044. Jet Fuel (Biofuel)
2641. Aviation Gasoline

Emergency Generator Fuels

0001. #2 Fuel Oil
2730. Biodiesel (E-Gen)
2731. Diesel (E-Gen)

Lubricating/Cutting Oils

0013. Lube Oil
0015. Motor Oil
1045. Gear/Spindle Oil
0010. Hydraulic Oil
0007. Cutting Oil
0021. Transmission Fluid
1836. Turbine Oil
0308. Petroleum Grease

Oils Used as Building Materials

2626. Asphaltic Emulsions
0748. Form Oil

Petroleum Spirits

0014. White/Mineral Spirits
1731. Naptha

Mineral/Insulating Oils

0020. Insulating Oil (e.g., Transformer, Cable Oil)
2630. Mineral Oil

Waste/Used/Other Oils

0022 Waste/Used Oil
9999. Other-Please list:*

Crude Oil

0006. Crude Oil
0701. Crude Oil Fractions

Tank Type (8)

01. Steel/Carbon Steel/Iron
02. Galvanized Steel Alloy
03. Stainless Steel Alloy
04. Fiberglass Coated Steel
05. Steel Tank in Concrete
06. Fiberglass Reinforced Plastic (FRP)
07. Plastic
08. Equivalent Technology
10. Urethane Clad Steel
99. Other-Please list:*

Internal Protection (9)

00. None
01 Epoxy Liner
02. Rubber Liner
03. Fiberglass Liner (FRP)
04. Glass Liner
99. Other-Please list:*

External Protection (10/18)

00. None
01. Painted/Asphalt Coating
02. Original Sacrificial Anode
03. Original Impressed Current
04. Fiberglass
05. Jacketed
06. Wrapped (Piping)
07 Retrofitted Sacrificial Anode
08. Retrofitted Impressed Current
09. Urethane
99. Other-Please list:*

Tank Secondary Containment (11)

00. None
01. Diking (AST Only)
02. Vault (w/access)
03. Vault (w/o access)
04. Double-Walled (UST Only)
05. Synthetic Liner
06. Remote Impounding Area
07. Excavation Liner
09. Modified Double-Walled (AST Only)
10. Impervious Underlayment (AST Only)**
11. Double Bottom (AST Only)**
12. Double-Walled (AST Only)
99. Other - Please list*

Tank Leak Detection (12)

00. None
01. Interstitial Electronic Monitoring
02. Interstitial Manual Monitoring
03. Vapor Well
04. Groundwater Well
05. In-Tank System (Auto Tank Pad (AST Only)
07. Statistical Inventory Reconciliation (SIR)
08. Weep holes in vaults with no access for inspection
99. Other-Please list: *

Overfill Protection (13)

00. None
01. Float Vent Valve
02. High Level Alarm
03. Automatic Shut-Off
04. Product Level Gauge (AST Only)
05. Vent Whistle
99. Other-Please list:*

Spill Prevention (14)

00. None
01. Catch Basin
99. Other-Please list:*

Pumping/Dispensing Method (15)

00. None
01. Presurized Dispenser
02. Suction Dispenser
03. Gravity
04. On-Site Heating System (Suction)
05. On-Site Heating System (Supply/Return)
06. Tank-Mounted Dispenser
07. Loading Rack/Transfer Pump

Piping Location (16)

00. No Piping
01. Aboveground
02. Underground/On-ground
03. Aboveground/Underground Combination

Piping Type (17)

00. None
01. Steel/Carbon Steel/Iron
02. Galvanized Steel
03. Stainless Steel Alloy
04. Fiberglass Coated Steel
05. Steel Encased in Concrete
06. Fiberglass Reinforced Plastic (FRP)
07. Plastic
08. Equivalent Technology
09. Concrete
10. Copper
11. Flexible Piping
99. Other-Please list:*

Piping Secondary Containment (19)

00. None
01. Diking (Aboveground Only)
02. Vault (w/access)
04. Double-Walled (Underground Only)
06. Remote Impounding Area
07. Trench Liner
12. Double-Walled (Aboveground Only)
99. Other-Please list: *

Pipe Leak Detection (20)

00. None
01. Interstitial Electronic Monitoring
02. Insterstitial Manual Monitoring
03. Vapor Well
04. Groundwater Well
07. Pressurized Piping Leak Detector
09. Exempt Suction Piping
10. Statistical Inventory Reconciliation (SIR)
99. Other-Please list:*

Under Dispenser Containment (UDC) (21)

Check Box if Present

. . . . . .

* If other, please list on a separate sheet including tank number,

** Each of these codes must be combined with code 01 or 06 to meet compliance requirements.

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26091 **RESOLUTION 2022-688** **ADOPTED**

Senior Deputy Town Attorney/ Town Attorney's Office

Please appoint a Senior Deputy Town Attorney to the Town Attorney's Office. Permanent, Effective July 18, 2022, at an annual salary of $118,613.81, Grade 1, Step M of the Exempt Non-Department Head Salary Schedule for Martin Polowy.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26086 **RESOLUTION 2022-689** **ADOPTED**

Public Safety Dispatcher/Central Fire Alarm

Please appoint a Public Safety Dispatcher to Central Fire Alarm. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 12, 2022 at an hourly rate of $22.046 for Dylan Utz.

Replacing an employee who resigned.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26087 **RESOLUTION 2022-690** **ADOPTED**

Wastewater Treatment Plant Operator Trainee/Engineering

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department, Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective July 12, 2022 at an hourly rate of $23.15, Grade IV, Step 1 for Sean McGuire.

Contingent upon completing all pre-employment requirements.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26001 **RESOLUTION 2022-646** **ADOPTED AS AMENDED**

Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive

Sidewalk Waiver Request, SWW-2022-02, for property located at 71 Thornbury Drive (SBL# 28.04-2-20.12). Michael Mommertz, Petitioner.

WHEREAS pursuant to Chapter 83 of Town Code, the subject request has been reviewed by the Traffic Safety Coordinator, Engineering Department and the Planning Department and,

WHEREAS the Town Board has reviewed the recommendations of the reviewing bodies and,

NOW THEREFORE BE IT RESOLVED that the Town Board hereby denies the subject request for the waiver of the installation of sidewalks along the frontage of 71 Thornbury Drive and,

NOW THEREFORE FURTHER BE IT RESOLVED that sidewalks be installed in accordance with Chapter 83 of Town Code along the frontage of 71 Thornbury Drive.

6/27/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

7/11/2022
A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Councilmember Bucki to amend, seconded by Deputy Supervisor Berger and unanimously approved 4-0. Amendment adds the underlined language. A motion to approve as amended was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and approved 4-0.

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED AS AMENDED [4 TO 0]**
MOVER:	Deborah Bruch Bucki, Councilmember
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Szukala
ABSTAIN:	Lavin

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

Town Board Agenda of June 27, 2022

MEMORANDUM June 10, 2022

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Sidewalk Waiver Request – **SWW-2022-02**;
Property Located at **71 Thornbury Drive** (SBL# 28.04-2-20.12).
Michael Mommertz, Petitioner.

The subject request has been reviewed by the Planning and Engineering Departments and the Traffic Safety Coordinator and **will be placed on the June 27, 2022 Town Board agenda under the Planning Director's report** for decision by the Board. Attached find the reviews from all departments which give their recommendations.

Should you have any questions please contact this office at 631-7051.

Thank you.

DH/ac
Att. Engineering & Planning Department Reviews
X:\Current_Planning\Files\Sidewalk Waivers\Forms\Req. for TB Agenda.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Stanley Sliwa, Town Attorney
Building Department
Chris Schregel, Engineering Department
Michael Mommerstz, 71 Thornbury Drive, East Amherst, NY 14051

Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

RECEIVED
MAY 03 2022
TOWN OF AMHERST
PLANNING DEPT.

May 2, 2022

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Project Manager

SUBJECT: Sidewalk Waiver Request, SWW-2022-02

LOCATION: 71 Thornbury Drive

PETITIONER: Michael Mommerstz

Recommendation:
The Engineering Department recommends that this sidewalk waiver request be **denied**.

Reason:
A 4-foot wide sidewalk is able to fit in the right-of-way and connect to the sidewalk at 115 Huntington Drive.

Notes:

1. Engineering Department review is solely based on constructability at this specific lot. Sidewalk network connectivity, destinations, and likelihood of pedestrian travel is not considered as part of this specific review.

CPS/ch
Cc: Mark S. Berke, Commissioner of Buildings
Fran Spoth, Town Clerk
Stanley J. Sliwa, Town Attorney
Michael Mommerstz, 71 Thornbury Drive, East Amherst, NY 14051

Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)

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

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 June 8, 2022

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Gary Palumbo, AICP, Associate Planner

SUBJECT: Sidewalk Waiver Request, **SWW-2022-02**; property located at **71 Thornbury Drive** (SBL # 28.04-2-20.12). Michael Mommertz, Petitioner.

The subject residential property is located on the east side of Thornbury Drive, ±135 feet south of the intersection of Thornbury Drive and Dodge Road, and ±130 feet north of the intersection of Thornbury Drive and Huntingwood Drive. This interior parcel has ±352 feet of frontage on Thornbury Drive. Thornbury Drive is designated as a local street in Figure 9 of the Town of Amherst Comprehensive Plan.

The subject property lies between the large lots fronting along Dodge Road to the north and the Deer Run subdivision to the south. The area is residential in character and is comprised of single-family homes consistent with the Town of Amherst Comprehensive Plan that calls for single-family residential throughout that area.

The petitioner is requesting that the requirement to install sidewalk along the east side of Thornbury Drive be waived as the petitioner's application states that:

- *the sidewalk will end at my driveway,*
- (sidewalk) *will never extend to Dodge* (Road)" and
- *this* (a sidewalk) *will push pedestrians in the street at a blind 'S' curve"*

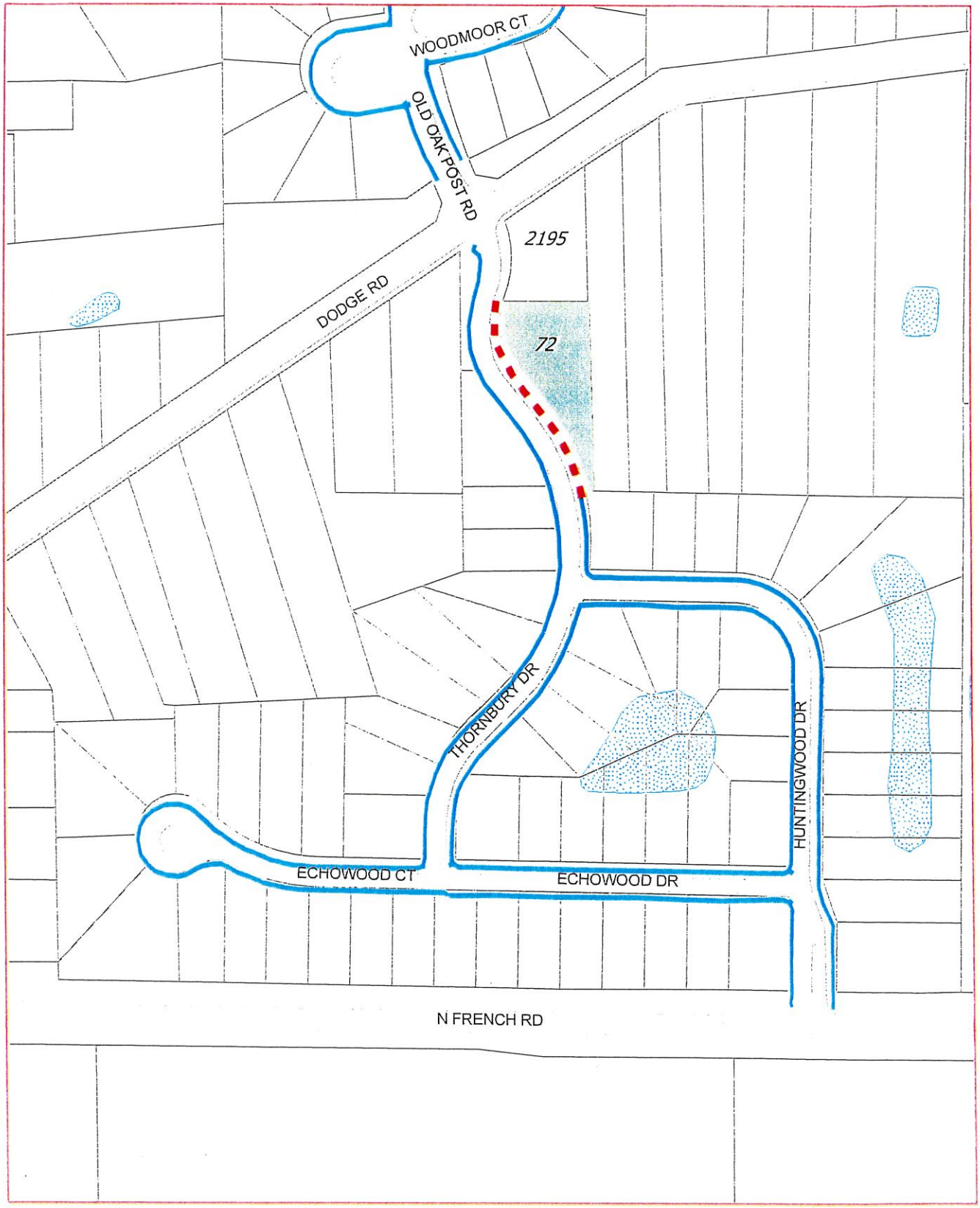
The lack of sidewalk at the subject location is inconsistent with the Town of Amherst Comprehensive Plan Goal 6.2 to achieve an efficient, multi-modal, transportation system that accommodates the automobile, maintains neighborhood character, and emphasizes alternative means of travel, including walking, biking, and public transportation. The lack of sidewalk is also inconsistent with Policy 6-8 that aims to develop a comprehensive pedestrian network of sidewalks, crosswalks and trails by eliminating discontinuities along current networks and providing linkages between neighborhoods and major pedestrian destinations such as schools and mixed-activity centers.

Upon field inspection by staff as represented in the attached sketch, sidewalks are present along the opposite (west) side of Thornbury Drive, and in the Deer Run subdivision, including along the east side of Thornbury Drive at the adjoining property to the south (115 Huntingwood Drive). The installation of sidewalks at the subject location would connect to the existing sidewalk network in the Deer Run single family subdivision.

Based upon the above, it is this Department's recommendation that the subject request be denied and consideration should also be given by the Town Board to order the installation of sidewalks along Thornbury Drive on the parcel directly north located at 2195 Dodge Road.

GP/ac
Att.
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2022\SWW-2022-02_(71_Thornbury)_2022\SWW-2022-02_Pln_Dpt_reveiw_06032022.doc
cc: Michael Mommertz, 71 Thornbury Drive, Amherst, NY 14051

Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)



SWW-2022-02

Sidewalk Waiver Request
Property Located at 72 Thornbury Drive

Michael Mommertz, Petitioner

June 1, 2022

72 Thornbury Drive

Requested Sidewalk Waiver Location

Existing Public Sidewalk

Prepared by the Town of Lisle Planning Department

Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)

RECEIVED
JUN 10 2022
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST
TRAFFIC SAFETY BOARD

ENGINEERING DEPARTMENT – 1100 NORTH FOREST ROAD, WILLIAMSVILLE, NEW YORK 14221
TRAFFIC SAFETY COORDINATOR - TELEPHONE 631-7154 - FAX 631-7222

MICHAEL SZUKALA
Councilmember & Liaison Officer

ERIC FRAAS
Chairman

GREGORY DIONNE
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

MEMBERS

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

DEPT. LIAISONS

THOMAS VOIGT
Planning

CAPT. KEVIN BROWN
Police

WILLIAM PRENEVAU
Building

AL SPOTH
Highway

MEMORANDUM June 10, 2022

TO: Daniel C. Howard, AICP, Planning Director

FROM: Christopher P. Schregel – Traffic Safety Coordinator

SUBJECT: Sidewalk Waiver Request, SWW-2022-02

LOCATION: 71 Thornbury Drive

PETITIONER: Michael Mommerstz

Location Information:

- Thornbury Drive is part of the Deer Run Subdivision between Dodge and N. French Road.
- Thornbury Drive has curbs, street lighting, and a reverse roadway curve in the location of 71 Thornbury Drive.
- The Deer Run Subdivision is entirely sidewalked along all frontages with the exception of 71 Thornbury Drive and 2195 Dodge Road.
- An existing sidewalk terminates at the south property line of 71 Thornbury Drive.
- Sidewalk is present on the west side of Thornbury Drive directly across from the subject parcel, and connects to the intersection of Thornbury Drive and Dodge Road where an ADA curb ramp is present - but without a receiving ramp on the opposite side.

Recommendation:
The Amherst Traffic Safety Coordinator recommends that this sidewalk waiver request be **Denied.**

Reason:
Continuation of neighborhood sidewalks is beneficial for both pedestrian safety and quality of life. Discontinuation of the sidewalk network at the south property line of the subject parcel may encourage pedestrians to cross mid-block in an area of a reverse curve where sight distance is limited. The sidewalk network would be best served if the sidewalk on 71 Thornbury drive was installed, and continued to the Dodge Road intersection with an ADA curb ramp. This would allow for pedestrians to cross at a stop-controlled intersection which is safer than a mid-block crossing, with an added benefit that it would complete a pedestrian loop for neighborhood walkers.

CPS/ch
Cc: Mark S. Berke, Commissioner of Buildings
Fran Spoth, Town Clerk
Stanley J. Sliwa, Town Attorney
Michael Mommerstz, 71 Thornbury Drive, East Amherst, NY 14051

Attachment: SWW-2022-02_TB letter packet_062722 (RES-2022-646 : Sidewalk Waiver Request - SWW-2022-02; 71 Thornbury Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26095 **RESOLUTION 2022-691** **ADOPTED**

To Authorize the Town to Submit a Certified Local Government (CLG) Grant Application for a Historic Preservation Public Educational Program CRS #3453

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

WHEREAS the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) offers grants to CLGs for various historic preservation projects, and

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

RESOLVED subject to satisfactory completion of the contract routing process that the Town Board authorizes the Amherst Historic Preservation Commission to prepare an application to the NYSOPRHP CLG Program to secure funds for an educational program in 2022, and be it further

RESOLVED that the Amherst Town Supervisor is authorized to submit the FY 2022 grant application for an amount not to exceed fifteen thousand one hundred and twenty-five dollars ($15,125) to the NYSOPRHP and to execute a project agreement and associated agreements with the State if the grant is awarded, and be it further

RESOLVED that if the grant application is approved, the recommended match of up to 26% of the project cost [not to exceed four thousand dollars ($4,040)] will be provided through Town staff time, donated services and/or volunteer labor.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Total Town match not to exceed $4,040 (26% of the grant amount) to consist of Town staff time, donated services and/or volunteer labor.

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

Amherst

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

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

Town Board Agenda July 11, 2022

MEMORANDUM June 30, 2022

To: The Honorable Town Board

From: Daniel C. Howard, Planning Director

Re: Request for approval of a NYS OPRHP Grant Contract for Historic Preservation Commission Activities

In the June 27, 2022 Town Board meeting resolution 2022-647, it was communicated that the funds from the grant would go towards Preservation Day activities in 2023. This is incorrect and the funds are for Preservation Day 2022. To clarify, the new amended resolution is for the New York State OPRHP grant contract attached here amounting to $15,125. These funds will be used to procure materials to support "Preservation Day 2022" preparations and activities.

Please consider the attached amended resolution as a correction to executed contract from the June 27th Town Board meeting. Please contact James Quinn or me with any questions you may have. Thank you for your assistance with this matter.

JQ
Att.
X:\Special_Projects\Historic Preservation\GRANTS\CLG Grants\NYS OPRHP Grant Memo 6.21.22.docx

Attachment: NYSOPRHP grant TB memo 071122 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

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

Francina J. Spoth
Town Clerk

Meeting: 06/27/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26051

RESOLUTION 2022-647

To Authorize the Town to Submit a Certified Local Government (CLG) Grant Application for a Historic Preservation Public Educational Program CRS #3453

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

WHEREAS the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) offers grants to CLGs for various historic preservation projects, and

WHEREAS consistent with its mission, the Amherst Historic Preservation Commission desires to hold a joint public educational program in the summer of 2023 together with the Buffalo Niagara Heritage Village and Preservation Buffalo Niagara, now, therefore, be it

RESOLVED that the Town Board authorizes the Amherst Historic Preservation Commission to prepare an application to the NYSOPRHP CLG Program to secure funds for an educational program in 2023, and be it further

RESOLVED that the Amherst Town Supervisor is authorized to submit the FY 2023 grant application for an amount not to exceed fifteen thousand one hundred and twenty-five dollars ($15,125) to the NYSOPRHP and to execute a project agreement and associated agreements with the State if the grant is awarded, and be it further

RESOLVED that if the grant application is approved, the recommended match of up to 26% of the project cost [not to exceed four thousand dollars ($4,040)] will be provided through Town staff time, donated services and/or volunteer labor.

FINANCIAL IMPACT:

Total Town match not to exceed $4,040 (26% of the grant amount) to consist of Town staff time, donated services and/or volunteer labor.

Attachment: NYSOPRHP grant TB resolution 062722 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):

Office of Parks Recreation & Historic Preservation

625 Broadway
Albany, NY 12207

BUSINESS UNIT/DEPT. ID: PRK01

CONTRACT NUMBER: PRK01-T62202GG-1290000

CONTRACT TYPE:

- [ ] Multi-Year Agreement
- [ ] Simplified Renewal Agreement
- [X] Fixed Term Agreement

CONTRACTOR SFS PAYEE NAME:

AMHERST TOWN OF

TRANSACTION TYPE:

- [X] New
- [ ] Renewal
- [ ] Amendment

CONTRACTOR DOS INCORPORATED NAME:

Amherst, Town of

PROJECT NAME:

Regional Commission Training and Outreach via Preservation Day

CONTRACTOR IDENTIFICATION NUMBERS:

NYS Vendor ID Number: 1000003949

Federal Tax ID Number: 166002157

DUNS Number (if applicable): 030212336

AGENCY IDENTIFIER:

CFDA NUMBER (Federally Funded Grants Only):

15.904

CONTRACTOR PRIMARY MAILING ADDRESS:

5583 MAIN ST
WILLIAMSVILLE, NY 14221

CONTRACTOR PAYMENT ADDRESS:

- [X] Check if same as primary mailing address

CONTRACT MAILING ADDRESS:

- [X] Check if same as primary mailing address

CONTRACTOR STATUS:

- [ ] For Profit
- [X] Municipality, Code:
- [ ] Tribal Nation
- [ ] Individual
- [ ] Not-for-Profit

Charities Registration Number:

Exemption State/Code:

- [ ] Sectarian Entity

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 10/01/2021 To: 09/30/2023

CURRENT CONTRACT PERIOD:

From: 10/01/2021 To: 09/30/2023

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT

(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $15,125.00

AMENDED:

FUNDING SOURCE(S)

- ☐ State
- ☒ Federal
- ☐ Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:
- [X] A-1 Program Specific Terms and Conditions
- [X] A-2 Federally Funded Grants

Attachment B:
- [X] B-1 Expenditure Based Budget
- [ ] B-2 Performance Based Budget
- [ ] B-3 Capital Budget
- [ ] B-4 Net Deficit Budget
- [ ] B-1 (A) Expenditure Based Budget (Amendment)
- [ ] B-2 (A) Performance Based Budget (Amendment)
- [ ] B-3 (A) Capital Budget (Amendment)
- [ ] B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
AMHERST TOWN OF

By: _____

_____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:
Office of Parks Recreation & Historic Preservation

_____

By: _____

_____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name

Title: _____

Date: _____

Contract Number: # PRK01-T62202GG-1290000

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes*:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. ***Effect of Termination Based on Misuse or Conversion of State or Federal Property*:**

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission o the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submi such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one o more final reports in accordance with the form, content, and schedule stated in Table 1 o Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion o this project, in whole or in part, including where relevant, timely completion of milestones o other program requirements, the Contractor agrees to submit to the State Agency within three (3 calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arres or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or othe matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and no an employee of the State and may neither hold itself out nor claim to be an officer, employee, o subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree tha if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employmen benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federa and State laws and regulations.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, a applicable. Subcontractors shall be informed by the Contractor of the possibility of non-paymen or rejection by the Contractor of claims that do not contain the required information, and/or ar not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Maste Contract for any activity other than those provided for under the Master Contract, except with th State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be th property of the State and shall either be credited to the State at the close-out of the Maste Contract or, upon the written permission of the State, shall be expended on additional services o work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life o more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, th State at its sole discretion, may arrange to provide such Property to the Contractor in lieu o the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owne by the State, as provided herein, after the termination of the Master Contract to use fo similar purposes. Otherwise, the Contractor shall return such Property to the State at th Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and t monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased o procured under the Master Contract at its own cost and expense. The Contractor shal procure and maintain insurance at its own cost and expense in an amount satisfactory to th State Agency, naming the State Agency as an additional insured, covering the loss, theft o destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contracto shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchas of or lease for rental of Property (Purchase/Lease Contract) operated in connection with th provision of the services or work, as applicable, as specified in the Master Contract, i applicable, and any modifications, amendments, or extensions of an existing lease o purchase prior to its execution. If, in its discretion, the State disapproves of an

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. *General*:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m. Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation***:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds***: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Interne information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results o such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gende expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prio criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labo Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contracto agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, o national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined i Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agree that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex o disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.0(per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Busines Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a tota expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend o does expend funds in return for labor, services, supplies, equipment, materials or any combination o the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) written agreement in excess of $100,000.00 whereby a contracting State Agency is committed t expend or does expend funds for the acquisition, construction, demolition, replacement, major repai or renovation of real property and improvements thereon; or (iii) a written agreement in excess o $100,000.00 whereby the owner of a State assisted housing project is committed to expend or doe expend funds for the acquisition, construction, demolition, replacement, major repair or renovatio of real property and improvements thereon for such project, then the Contractor certifies and affirm that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, thos provisions concerning the maximizing of opportunities for the participation of minority and women owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equa employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employmen because of race, creed, color, national origin, sex, age, disability or marital status;

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be voic and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staf only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty paymen arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it misdemeanor for the recipient of such information to use or disclose the information for any purpos other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants an represents that it has, to the best of its knowledge, truthfully, accurately and thoroughl completed such Questionnaire. Although electronic filing is preferred, the Contractor ma

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

[9] Not applicable to not-for-profit entities.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS
CERTIFIED LOCAL GOVERNMENT SUBGRANTS

A. The **Program Office, Designated Payment Office** and **Designated Refund Office** shall be the STATE AGENCY identified on the face page.

B. For purposes of notice, the **Contractor's designee** shall be the CONTRACTOR DOS (Department of State) INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page.

C. **Payment** shall be made to CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.

D. The **Assigned State Staff** referred to in this Attachment can be reached at:

By U.S. Mail to:
Daniel McEneny
Division for Historic Preservation
Peebles Island
PO Box 189
Waterford, New York 12188-0189

For Physical Delivery:
Daniel McEneny
Division for Historic Preservation
Peebles Island
10 Delaware Avenue, North
Cohoes, NY 12047

Phone: (518) 268-2162
Fax: (518) 233-9049
Email: daniel.mceneny@parks.ny.gov

E. **Changes to Budget and Program Work Plan.** Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I (B) of this Master Contract.

F. **Procurement**. All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.

2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to: competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.

G. The Contractor and all users of this contract are strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive **New York State businesses** as subcontractors, suppliers, and in other supporting roles. The Contractor will be required to identify and

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

describe New York State businesses used and the value of subcontracts and supply contracts.

H. Providing **equal employment opportunities** for minority group members and women ("EEO") and **contracting opportunities** for certified minority and women-owned business enterprises ("MWBEs") are a priority of the State of New York. In addition to the requirements set forth in Section IV(J) of this Master Contract, the Contractor shall take affirmative steps to expand opportunities for New York State certified MWBE firms and/or for businesses preferenced by federal programs, as specified below.

I. Non-Discrimination:

1. If the project involves development of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

J. It is the Contractor's responsibility, pursuant to Sections 57 and 220(8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Master Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

K. Planning Requirements.

1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.
2. Any documents developed under this Master Contract shall acknowledge Certified Local Government funding under an Historic Preservation Fund grant from the National Park Service, U.S. Department of the Interior, administered by the NYS Office of Parks, Recreation and Historic Preservation.

L. Termination. In addition to the options available to the State in the Master Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, and/or recreational usefulness determined by the State.

M. Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law.**

N. Non-Sectarian Purposes. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

O. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (§2NYCRR 105.4).

P. Prohibition on Purchase of Tropical Hardwoods. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime contractor for the project will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive.

Q. **MacBride Fair Employment Principles.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

R. **Procurement Lobbying**. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§139-j and 139-k, by signing this agreement the Contractor certifies and affirms that all disclosures made in accordance with §§139-j and 139-k are complete, true and accurate. In the event, such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

S. **Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors**. To the extent this agreement is a contract as defined by Tax Law §5-a, if the Contractor fails to make the certification required by Tax Law §5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law §5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

T. **Iran Divestment Act.** By entering into this Agreement, each Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012."

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

U. **Archeology.** In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

V. **Preservation of Historic Properties.** It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Master Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to *The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation* or any other applicable *Secretary of the Interior's Standards* (collectively referenced as *STANDARDS*), which are available from the State.

W. **Post-Completion Requirements.** Following completion of the project, the Contractor shall be responsible for maintaining project records for a period of six years after the grant is closed out. Where the project involves improvement of real property, the Contractor shall be responsible for maintaining and operating the property and improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to audit records and inspect the project and property for compliance.

X. **Admissibility of Reproduction of Contract.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS
CERTIFIED LOCAL GOVERNMENT SUBGRANTS

I. Program Specific Terms and Conditions

A. Funding. Funding for grants to Certified Local Governments comes from the Historic Preservation Fund (HPF), a Federal grants program appropriated by the U.S. Congress and administered by the National Park Service (NPS), which provides financial support to State Preservation Offices (SHPOs). In New York State, the SHPO is the Office of Parks, Recreation and Historic Preservation (OPRHP). OPRHP administers the HPF funding, setting aside 10% of its annual HPF allocation for pass-through grants to eligible Certified Local Governments. HPF funds are subject to both federal and state requirements, as set forth below.

B. Performance Standards. The scope of work and products for this project shall be as described and cannot be changed without prior written approval from the State. Work must be completed according to the timetable set forth below and products must meet all accepted professional standards, including the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation," as published in the Federal Register, Thursday, September 29, 1983 (48 FR 44716-28) and subsequently updated (http://www.nps.gov/history/local-law/arch_stnds_0.htm) and must be conducted or supervised and reviewed by persons who meet the professional qualifications for the appropriate discipline, as specified in 36 CFR 61. Final products that do not conform to the terms and conditions of this Master Contract or that do not meet the applicable Secretary of the Interior's "Standards" will not be reimbursed.

C. Equipment. Grant expenditures for purchase of any equipment with an individual unit cost of more than $5,000 must have advance authorization from the State and the National Park Service. The Contractor must maintain a property inventory and comply with federal property management requirements of OMB Circular A-102 for all equipment purchased with grant funds.

II. Requirements of the National Park Service, United States Department of the Interior

A. NPS-49. The Contractor shall conform with the policies and procedures set forth in the *Historic Preservation Fund Grants Manual*, available at: https://www.nps.gov/preservation-grants/manual/HPF_Manual.pdf

1. **Fiscal Management.** In addition to the terms detailed in this Master Contract, all Federal requirements governing grants including administrative and audit provisions set forth in 2 CFR Part 200, Subpart F are applicable, in particular Subpart E for the determination of allowable costs and Subpart F for audit requirements.

2. **Audit Requirements.** If the Contractor expends more than $750,000 of Federal funds (from all sources), the Contractor must obtain and submit an audit of grant expenditure records performed in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F. Non-Federal entities that expend less than $750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the National Park Service, the General Accounting Office and the State.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

B. Personnel. Primary project personnel must demonstrate requisite experience and training in historic preservation to meet the professional qualifications set forth in the Code of Federal Regulations 36 CFR Part 61, Appendix A. Professional services and subcontracts must be procured in compliance with Federal competitive procurement requirements. Documentation of the competitive selection process, along with its justification and resume(s) for consultant(s) selected for grant-assisted work must be submitted to the State for approval.

C. Consultant Requirements. Neither employees of the Contractor or consultants hired by the Contractor who work directly or indirectly on the activities described in this Master Contract shall do any of the following:

1. Use his or her position for the actual or apparent purpose of private gain for him or herself or for another person, other than payment for services rendered, or

2. Convey inside information to any person for the purpose of private gain for his or herself or for another person, when that information has not become part of the body of public information, and would not be available upon request, or

3. Engage in teaching, lecturing or writing that is dependent on information obtained as a result of his or her activities under this contract, except when that information has been made available to the general public, or will be made available upon request, or with the written authorization of the State.

D. Intangible Property:

1. The Contractor hereby awards to the State, the United States of America and their officers, agents and employees, when acting within the scope of their official duties, a royalty-free non-exclusive and irrevocable license, to publish, translate, reproduce and use and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all data and copyrightable material first produced or composed under this Master Contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Unless other arrangements are specified in this Master Contract,

   a) the product of all services performed pursuant to this Master Contract shall be placed in the public domain by the State and the Contractor, except that information locating historical and archeological sites shall be restricted as necessary to protect the sites from unauthorized investigation, and

   b) project products other than publications shall be made available to the public at a cost not to exceed the actual cost of reproduction.

2. The Contractor shall not include any copyrighted matter in any product resulting from this Master Contract without proper acknowledgement of its source. Subject data shall not be used without written approval of the copyright owner, including permission for Government use as noted above.

3. If any discovery or invention arises or is developed in the course of grant-assisted research, developmental, experimental, or demonstration work, the Contractor shall immediately notify the State and the National Park Service of such fact. The NPS will determine whether protection on the invention or discovery will be sought and how the rights

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

in the invention or discovery, including any rights under any patent issued thereon, will be allocated and administered in order to protect the public interest.

4. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, no party will unilaterally publish a joint publication without consulting the other party and in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion. This restriction does not apply to popular publications of previously published technical matter.

E. Deliverables and Publications

1. Deliverables/publications include but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation f events, including programs, invitations and photos, websites, mobile apps, exhibits and interpretive signs.

2. **Acknowledgement**. Any publication or deliverable resulting from the services performed pursuant to this Master Contract, including publication of any material based on, or developed under, any activity supported by this grant, shall contain the following credit line acknowledging federal support and nondiscrimination:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views or policies of the Department of the Interior.

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240"

3. Three copies of all publications and videos funded by this grant must be submitted to the State with the Final Report.

4. In addition to the requirement above, one digital copy of each deliverable r publication/deliverable must be furnished to the State for submission to the NPS.

a) Refer to the supplemental guidance document "Digital Copies of Grant Products Worksheet" for instructions on creating, naming, and submitting digital copies of deliverables/publications.

b) All consultants hired by the Contractor must be informed of this requirement.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

F. Rights in Data. The Contractor must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

G. Nondiscrimination. All activities pursuant to this Master Contract shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; Title V, Section 504 of the Rehabilitation Act of 1973, as amended;the Age Discrimination Act of 1975, as amended; and with all other federal laws and regulations prohibiting discrimination on grounds race, color, sexual orientation, national origin, disabilities, religion, age, or sex and the Americans with Disabilities Act, which prohibits discrimination against individuals with disabilities.

1. In executing this Master Contract, the Contractor agrees to comply with these laws and all requirements imposed by or pursuant to the associated Department of the Interior regulations. Execution of the Master Contract constitutes the Contractor's assurance that it will take immediate measures to effectuate this Master Contract and that the assurance will remain in effect for the period during which the federal financial assistance is extended to it.

2. In particular, the Contractor must assure that:

- the historic preservation program receiving federal funding evidences overall compliance with the nondiscrimination statutes; specifically, that it considers the role of all segments of the population in the history, archaeology, architecture, and cultural development of the community;
- the public is provided with nondiscrimination information, including information regarding the right to file a complaint, with particular consideration given to informing non-English speaking populations or those with communication impairment;
- discrimination complaints are forwarded to the appropriate agencies within the mandated timeframes;
- appointed planning and advisory bodies associated with the program involve participation by minority and handicapped persons;
- the program is operated in cooperation with private individuals and organizations representing the interests of minority and handicapped populations;
- minority and handicapped individuals have full accessibility to federally assisted activities and services; and
- qualified handicapped persons are being treated in a nondiscriminatory fashion in employment.

H. Procurement Procedures.

It is a national policy to place a fair share of purchases with minority business firms. The Contractor shall make positive efforts to use small businesses, minority-owned firms, and women's business enterprises, whenever possible, taking all of the following steps to further this goal:

a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

I. Equal Employment Opportunity. The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), including the reporting requirements set forth in 41 CFR 60-1.7. A provision requiring such compliance must be included in any subcontracts the Contractor awards in excess of $10,000.

J. Lobbying.

1. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt. or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its Departments or agencies from communicating to any such Members or officials, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business. or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

2. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply: No Federal appropriated funds will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

K. Debarment and Suspension (E.O.s 12549 and 12689). No contracts shall be made to parties listed on the General Services Administration's SAM Exclusions in accordance with E.O.s 12549 and 12689 and 2 CFR Parts 180 and 1400 "Non-Procurement Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principals.

L. Buy American Act Requirements. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided under this Master Contract, the Contractor should purchase only American-made equipment and products. Pursuant to Section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, the Contractor agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

M. Insurance.

1. The Contractor and any subcontractors shall (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the State to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this Agreement.

2. Insured. The United States, the National Park Service, the People of the State of New York, OPRHP and its officers, employees and representatives shall be named as an additional insured under the Contractor's or subcontractor's insurance policies.

3. Indemnification. The Contractor and any subcontractor shall indemnify the United States, NPS and the State from any act or omission of the contractor or subcontractor, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this Agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

a) The Contractor and any subcontractors shall purchase public and employee liability insurance at their own expense from a responsible company or companies with a minimum limitation of one million dollars ($1,000,000) per person for any one claim, and an aggregate limitation of three million dollars ($3,000,000) for any number of claims arising from any one incident. The policies shall specify that the insured shall have no right of subrogation against the United States, NPS or the State for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk

b) The Contractor and any subcontractors shall pay the United States the full value for all damage to the lands or other property of the United States caused by the contractor's or sub-contractor's officers, employees, or representatives.

c) The Contractor and any subcontractors shall provide workers' compensation and disability insurance. Insurance coverage shall be provided only by an insurance

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

carrier rated A- Class VII or better throughout the term of this Cooperative Agreement.

d) All insurance policies and certificates shall name as additional insured "the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, their officers, agents and employees, the United States and the National Park Service." Designating these entities as "certificate holders" shall not constitute compliance.

e) The Contractor and any subcontractors shall cooperate with NPS or the State in the investigation and defense of any claims that may be filed with NPS or the State arising out of the contractor's or subcontractor's activities of the State, its agents, and employees.

N. Conflict of Interest. The Contractor must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Contractor's ability to provide impartial, technically sound, and objective performance under or with respect to this agreement. The Contractor must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. Any conflict of interest that is known or identified during the life of this agreement must be disclosed in writing to the National Park Service's Financial Assistance Officer, who will evaluate the conflict and, as necessary, develop an appropriate means for resolving it.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Regional Commission Training and Outreach via Preservation Day

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 10/01/2021

To: 09/30/2023

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	$0.00	$3,000.00	0 %	$0.00	$3,000.00
b) Fringe	$0.00	$1,040.00	0 %	$0.00	$1,040.00
Subtotal	$0.00	$4,040.00	0 %	$0.00	$4,040.00
2. Non Personal Services					
a) Contractual Services	$13,355.00	$0.00	0 %	$0.00	$13,355.00
b) Travel	$0.00	$0.00	0 %	$0.00	$0.00
c) Equipment	$0.00	$0.00	0 %	$0.00	$0.00
d) Space/Property & Utilities	$1,500.00	$0.00	0 %	$0.00	$1,500.00
e) Operating Expenses	$0.00	$0.00	0 %	$0.00	$0.00
f) Other	$270.00	$10,133.00	3752 %	$0.00	$10,403.00
Subtotal	$15,125.00	$10,133.00	66 %	$0.00	$25,258.00
TOTAL	$15,125.00	$14,173.00	93 %	$0.00	$29,298.00

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	**ANNUALIZED SALARY PER POSITION**	**STANDARD WORK WEEK (HOURS)**	**PERCENT OF EFFORT FUNDED**	**NUMBER OF MONTHS FUNDED**	**TOTAL**
State and Federal Grant Administrator	$72,800.00				$1,400.00
Assistant Planner	$62,400.00				$1,200.00
Town Councilperson	$35,000.00				$400.00
				Subtotal	$3,000.00
TOTAL FRINGE					
					$1,040.00
				PERSONAL SERVICES TOTAL	$4,040.00

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Preservation Day Contracted Staff/Marketing Materials	$13,355.00
TOTAL	$13,355.00

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
Facilities/Equipment Rentals	$1,500.00
TOTAL	$1,500.00

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
TOTAL	

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

OTHER - TYPE/DESCRIPTION	TOTAL
Volunteer Labor	$10,133.00
Other (Materials/Supplies)	$270.00
TOTAL	$10,403.00

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Regional Commission Training and Outreach via Preservation Day

CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF

CONTRACT PERIOD: From: 10/01/2021

To: 09/30/2023

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.
Commission training and public outreach, coordination with Preservation Buffalo Niagara to present Preservation Day 2022.

tract Number: # PRK01-T62202GG-1290000

e

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

ATTACHMENT C - WORK PLAN

DETAIL

Objective	
1	Conduct Historic Preservation Training/Outreach -

Tasks	
1.1	Conduct Speaker Series/Event/Outreach - Conduct Speaker Series/Event/Outreach

Performance Measures

1.1.1 Documentation/Description of Event - No

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

I. **PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

B. Interim and/or Final Claims for Reimbursement

Claiming Frequency: Milestone/Performance Reimbursement

Number of Days/Claims: 1

For Quarterly, Monthly and Biannual Reimbursement Claim Frequency, the above field represents the number of days after the claim period that the claim is due to the State from the Grantee.

For Interim Reimbursement as Requested by Contractor the Number of Days/Claims is not applicable.

For all other selected Claim Frequency, the Number of Days/Claims represents the number of claims due under the contract and listed in the table below.

Expenditure Period Dates		Due Date
From	To	
10/01/2021	09/30/2023	11/01/2023

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

[X] Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

[ ] Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

[ ] Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

[X] Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

[ ] Consolidated Fiscal Report (CFR) [1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

TABLE 1 - REPORTING SCHEDULE

OTHER REPORT #	PERIOD COVERED		Due Date
1	10/01/2021	09/30/2023	11/01/2023
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Attachment: NYSOPRHP grant contract 2022 (RES-2022-691 : Authorize Town to Submit a Certified Local Government (CLG) Grant)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26102 **RESOLUTION 2022-692** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility New York State University at Buffalo Police (CRS #3475)

TOWN BOARD AGENDA ITEM: JULY 11, 2022

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
New York State University at Buffalo Police (CRS #3475)

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: July 11, 2022)**

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND NEW YORK STATE UNIVERSITY AT BUFFALO POLICE

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, Tov of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14226 (hereinafter collectively referred to as the "Town"), and the New York State University at Buffalo Police, whose address is Bissell Hall, State University at Buffalo Amherst, New York 14260. As used in this MOU, the term "Partie describes the Town of Amherst Police Department and the New York State University at Buffalo Police.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the parties, wherein the Town of Amherst Police Department will make available to th New York State University at Buffalo Police, the Amherst Police Departments Community Policing and Training Facility (hereinafter "Facility") located at 4220 Bailey Avenue, Amherst, New York for firearms and related law enforcement training as described below. The purpose of this MOU is to establish the terms and conditions for use o the Town of Amherst Police Department's Community Policing and Training Facility by the New York State Univers at Buffalo Police.

3. Conditions. In order for the New York State University at Buffalo Police to utilize the Town of Amherst Police Department's Community Policing and Training Facility, approval must be given by the Chief of Pol or his designee, and an individual memorandum of understanding. New York State University at Buffalo Police is responsible for complying with all applicable Federal, State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility is located. The privilege granted to use the facility will be without any co or expense to the Amherst Police Department or the Town of Amherst.

4. Use of the facilities. The Town and the Town of Amherst Police Department agrees to allow the New York State University at Buffalo Police use of the agreed upon area of the facility which is located at 4220 Bailey Avenue, Amherst New York to conduct suitable training , together with the necessary rights and ingress and egress to the facility. The Amherst Police Department Community Policing and Training Facility consists of three separate are and this MOU specifically covers use of the designated training area to be used.

A. Classroom and presentation area located at the southernmost part of the building. Area includes classroom furniture and audio / visual equipment.
B. Realistic training area.
C. Firearms Range

Attachment: 4220 Bailey MOU (UBPD) (RES-2022-692 : MOU: UB Police: Use of Bailey Training Facility (CRS# 3475))

5. Scheduling. Scheduling for use of the Town of Amherst Police Department Community Policing and Training Facility is done by request in writing or email to the Chief of Police of the Amherst Police Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the parties involved.

6. Rules and Regulations.

A. The New York State University at Buffalo Police will use reasonable care in its use of the Facility and shall be responsible to the Town and the Town of Amherst Police Department for conducting all activities in a safe and prudent manner and so as not to endanger others while on Town of Amherst property.

B. The New York State University at Buffalo Police shall return the Facility to the Amherst Police Department after each use in the same condition as before its use, except for reasonable wear and tear as woul be expected with the type of training done, or if it cannot do so, the New York State University at Buffalo Pol agrees to immediately notify the Town of Amherst Police Department in writing and be responsible to the Tov of Amherst for any reasonably necessary repairs relating to the New York State University at Buffalo Police u of the facility. The New York State University at Buffalo Police agrees that they will financially cover the cos of materials for replacement or repairs for any reckless or unnecessary damage caused by their activities as is reasonably determined by the Amherst Police Department.

C. The New York State University at Buffalo Police accepts the Facility in "as is" condition and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

D. The New York State University at Buffalo Police agrees that the facility shall be used solely in the service for law enforcement purposes, such as training and to follow all posted rules and safety regulations.

E. The New York State University at Buffalo Police agrees to have a qualified instructor present who h attended and completed a safety and orientation briefing presented by an Amherst Police Department facility administrator.

F. The New York State University at Buffalo Police, its agents, employees, and invitees, agree to abide by all facility and training safety rules and to attend and complete a safety briefing by a qualified instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damag (negligent or otherwise) could result in the New York State University at Buffalo Police being charged to pay for said actual and reasonable damages at the discretion of the Amherst Police Department and may result in t termination of this MOU for New York State University at Buffalo Police, resulting in the loss of facility usag for the New York State University at Buffalo Police.

Attachment: 4220 Bailey MOU (UBPD) (RES-2022-692 : MOU: UB Police: Use of Bailey Training Facility (CRS# 3475))

7. Acknowledgement of Risk.

A. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the New York State University at Buffalo Police shall hold the Town of Amherst harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the New York State University at Buffalo Police or of its officers or employee when acting within the course and scope of their employment.

B. All persons being trained by the New York State University at Buffalo Police, or who are at the Facility at the request or invitation of the New York State University at Buffalo Police, will be at all times unc the direct supervision of authorized New York State University at Buffalo Police instructors. The State of Nev York follows a policy of self-retained risk of loss against casualty, public liability, fire and extended coverage and property damage. Suits for bodily injury and property damage are brought in the New York State Court of Claims, which is supported by a multi-million-dollar appropriation. New York State University at Buffalo Police employees are protected against suits under Public Officers Law Section 17 for actions or alleged actio that occur while they are acting within the scope of their employment. The State of New York has the full resources of its taxing powers to respond to any claims for liabilities for any loss, destruction or damage to the Facility which may arise during the Term of this MOU. Provisions of the State's response to any claims for liability as may arise during the Term of this MOU are set forth in the New York State Court of Claims Act, a any damages arising from such liability shall issue from the New York State Court of Claims Fund or any applicable, annual appropriation of the Legislature. The Town of Amherst disclaims any and all liability for damage to any property owned by New York State University at Buffalo Police, including any vehicles (personally or agency owned) that are brought to the facility.

C. The New York State University at Buffalo Police is responsible for ensuring that all personnel usin the Facility, while it is assigned to or otherwise being used by the New York State University at Buffalo Polic understand and agree that the use of the Facility is an inherently dangerous activity and that in consideration f being allowed to use the Facility, each individual assumes the risk of any injuries that may occur while using Facility.

D. The Town of Amherst expressly disclaims any and all liability for damage or injury to New York State University at Buffalo Police, its agents, employees or invitees related to this MOU. The Town of Amhe shall not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

Attachment: 4220 Bailey MOU (UBPD) (RES-2022-692 : MOU: UB Police: Use of Bailey Training Facility (CRS# 3475))

8. Term of MOU.

A. This MOU becomes effective when approved by the parties identified below and will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms.

B. Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course action.

9. General Provisions

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New York. The courts of the State of New York shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Supreme Court, Erie County and New York State. The Chief of Police or their designees have final say on all matters pertaining to safety, usage and administration at the Facility. This supersedes any and all rank or administrative titles carrie by members of guest agencies.

B. Entirety of Agreement. This MOU, consisting of [6], pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreement whether written or oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The New York State University at Buffalo Police and the Amher Police Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual o entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended onl to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to se to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term c condition of this MOU, or to bring an action for the breach of this MOU.

Attachment: 4220 Bailey MOU (UBPD) (RES-2022-692 : MOU: UB Police: Use of Bailey Training Facility (CRS# 3475))

F. Force Majeure. Neither the Town of Amherst nor the New York State University Buffalo Police shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, sabotage or any other circumstances for which it is not responsible or which are not within its control

10. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard, parties will agree that any fees will be known and agreed to at the time of training scheduling. Any fees paid by any agency constitute that agency's willingness to have a well maintained traini venue and at no point will any fees paid constitute any ownership, control or unquestioned right to future use the Facility. If the fee schedule changes, the Town of Amherst will notify the Parties (60) sixty days prior to changes taking effect.

Firearms Range	$300 / half day (4 hrs.)
Firearms Range	$600 / Full day (8 hrs.)
Realistic Training House	$100 / half day (4 hrs.)
Realistic Training House	$200 / full day (8 hrs.)

Attachment: 4220 Bailey MOU (UBPD) (RES-2022-692 : MOU: UB Police: Use of Bailey Training Facility (CRS# 3475))

11. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

New York State University at Buffalo Police

_____

[Name and Title] Date

_____

[Name and Title] Date

Town of Amherst Police Department

_____

Brian J. Kulpa, Town Supervisor Date

_____

Scott P. Chamberlin, Chief of Police Date

Attachment: 4220 Bailey MOU (UBPD) (RES-2022-692 : MOU: UB Police: Use of Bailey Training Facility (CRS# 3475))

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26106 **RESOLUTION 2022-693** **ADOPTED**

Reassignment of Contract Law Enforcement Psychological Associates (L.E.P.A.) to The Institute for Forensic Psychology (IFP)

TOWN BOARD AGENDA ITEM : JULY 11, 2022

TO: **Town Board**

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

RE: **Reassignment of Contract**
Law Enforcement Psychological Associates (L.E.P.A.) to the Institute for Forensic Psychology (IFP)

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

WHEREAS, on May 4, 2020 the Town of Amherst entered into a contract with Law Enforcement Psychological Associates (L.E.P.A.) for police officer psychological evaluations (Town Board Resolution #2020-460; CRS# 1933); and

WHEREAS, the Police Department was notified per the attached letter that Law Enforcement Psychological Associates (L.E.P.A.) merged with the Institute for Forensic Psychology (IFP) on July 1, 2022; and

THEREFORE BE IT RESOLVED, that the Town Board reassign the above referenced contract to the Institute for Forensic Psychology (IFP) for the remainder of the current contract which expires on May 4, 2023.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: July 11, 2022**)

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this Resolution

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

L.E.P.A.

LAW ENFORCEMENT PSYCHOLOGICAL ASSOCIATES

June 13, 2022

Chief Scott Chamberlin
Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228

Dear Chief Scott Chamberlin,

I hope this letter finds you in good health. I am writing to update you on some upcoming changes to my practice. Specifically, effective July 1, 2022, my practice will be merging with another existing group of highly qualified police and public safety psychologists. The practice, the Institute for Forensic Psychology (IFP), is the largest police psychology firm in the New York City metropolitan area. IFP has been providing psychological services to police and public safety agencies since 1972. IFP serves approximately 500 agencies in New York and New Jersey, including the NYPD and the New Jersey State Police.

I have decided to make this change to expand the range of resources available to my clients and, at the same time, allow me to focus more on officer wellness, treatment of officers and their families, and consulting to departments. While departments that want my services for psychological evaluations will be able to request them, most of the work will be done virtually by IFP psychologists, as I have been doing it since 2020.

IFP has a great team of doctors and administrative support staff to meet the needs of all of their clients. They have three owners (Drs. Lew Schlosser, Matt Guller, and Krista Dettle), three full-time psychologists, and a number of independent contractors; several of the doctors were formerly in-house with either the NYPD or the NYC Corrections Department. All of the IFP psychologists focus on working with police and public safety agencies in their professional work, and Drs. Schlosser and Guller are board certified in police and public safety psychology. IFP also has 10 administrative professionals, which helps ensure prompt attention to client needs. For more information about IFP, please visit their website (www.ifp-testing.com) or contact the managing partner, Dr. Lew Schlosser, at 646-342-5480 or lew@ifp-testing.com.

I would be remiss if I did not share with you that beyond being professional colleagues, I have been good friends with Drs. Schlosser and Guller for many years, and I have nothing but the utmost respect for them and their work.

448 White Spruce Boulevard • Rochester • New York • 14623 • Phone: 585-424-5680 • Fax: 585-424-5395

Attachment: LEPA merger letter 6.2022 (RES-2022-693 : Reassignment of Contract)

It has been my distinct honor and pleasure to serve your agency, and I look forward to the opportunity to continue to do so in this new capacity. If you have any questions or concerns, please let me know.

Best regards,



Jay A. Supnick, Ph.D., ABPP
Board Certified in Police and Public Safety Psychology

Attachment: LEPA merger letter 6.2022 (RES-2022-693 : Reassignment of Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26115 **RESOLUTION 2022-694** **ADOPTED**

Emergency Purchase Authorization - Audio Services

Authorize the emergency purchase and payment of Invoice 1189 to Audio Arts Concert Production, Inc. for audio services for the town's Independence Day Celebration Concert at Bassett Park on July 4, 2022, due to an employee shortage.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A 7145.4110 - $2,550.00

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

Attachment G

TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

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

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

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

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

1. Date of Emergency Purchase: For 7/4/22
2. Date of Town Board work session where Board is notified: 7/11/22
3. Date you received approval from the Supervisor: 6/29/22
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary):
   $2,550.00
5. Is there adequate funding in your current operating budget to cover this purchase? yes
   Identify budget Org/Object: A 7145.4110
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   Employee quit
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   No one was available for the holiday on such short notice. This quote is less than what we have paid in prior years.
8. Department Head Signature: Mary Diana Gouin Date: 6/29/22

CC: Town Board
Town Attorney
Contract Compliance & Administration

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

Attachment: Emergency Purchase Authorization - Audio Services (RES-2022-694 : Emergency Purchase Authorization - Audio Services)

Invoice

AUDIO ARTS CONCERT PRODUCTION INC.
255 GREAT ARROW AVE UNIT 211
BUFFALO, NY 14207
716-316-8184
aartscpi@gmail.com

Bill To:
Town of Amherst Department of Community Services 1615 Amherst Manor Dr. Williamsville, NY 14221

Date	Invoice No.	Due Date
06/27/22	1189	07/08/22

Description	Quantity	Rate	Amount
Audio Services	1	2,550.00	2,550.00
July 4 2022 Bassit Park			

Total	$2,550.00
Desposit	$0.00
Balance Due	$2,550.00

Attachment: Emergency Purchase Authorization - Audio Services (RES-2022-694 : Emergency Purchase Authorization - Audio Services)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26097 **RESOLUTION 2022-695** **ADOPTED**

Artist Agreement (Krajewski) - CRS #3462

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Kristin Krajewski for participation as an artist in the Arts in the Park Market at Bassett Park on August 14, 2022.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST
ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
FAX 716-631-7036
www.amherst.ny.us

BRIAN J. KULPA
Supervisor
716-631-7032

JACQUALINE G. BERGER
Deputy Supervisor/ Councilmember

Councilmembers:
DEBORAH BRUCH BUCKI RN, PhD
SHAWN A. LAVIN
MICHAEL SZUKALA

Kristin Krajewski
54 Morningstar Court
Williamsville, NY 14221

April 4, 2022

Dear Ms. Krajewski
This is your agreement for your participation in the Town of Amherst, Market at Bassett Park (Arts in the Park Market), as an independent contractor/artist. Please provide a name and cell phone number so that our event staff can contact you in case of any last minute changes:
Kristin Krajewski (716) 308-3298.

Kristin Krajewski, AKA Kristin Krajewski, Author, agrees to indemnify and hold the Town of Amherst for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the business or artist its agents and/or employees, and to release the Town of Amherst ~~and Buffalo Niagara Heritage Village~~ and its employees, agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:

August 14, 2022 at Bassett Park Market – 9am – 3pm

LOCATION: Bassett Park, 359 Youngs Road, Williamsville, NY 14221

Agreed to and approved by:

Kristin Krajewski
Print Name

4/6/22
Date

Kristin Krajewski

Attachment: Krajewski (RES-2022-695 : Artist Agreement (Krajewski) - CRS # 3462)

Signature

_____

Title

Town of Amherst:

_____ _____

Brian J. Kulpa, Supervisor Date

Attachment: Krajewski (RES-2022-695 : Artist Agreement (Krajewski) - CRS # 3462)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26098 **RESOLUTION 2022-696** **ADOPTED**

Artist Agreement (Hillman) - CRS #3464

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Jennifer Hillman for participation in the Arts in the Park Market at Bassett Park on August 14, 2022 and the Walton Woods Food Truck Rodeo on August 26, 2022.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
FAX 716-631-7036
www.amherst.ny.us

BRIAN J. KULPA
Supervisor
716-631-7032

JACQUALINE G. BERGER
Deputy Supervisor/ Councilmember

Councilmembers:
DEBORAH BRUCH BUCKI RN, PhD
SHAWN A. LAVIN
MICHAEL SZUKALA

Jennifer Hillman
3397 Old Lakeview Rd
Hamburg, NY 14075

March 20, 2022

Dear Ms. Hillman:
This is your agreement for your participation in the Town of Amherst, Market at Bassett Park and Walton Woods Food Truck Rodeo, as an independent contractor/artist. Please provide a name and cell phone number so that our event staff can contact you in case of any last minute changes:
Jennifer 716 880 9930.

Jennifer Hillman agrees to indemnify and hold the Town of Amherst for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the business or artist its agents and/or employees, and to release the Town of Amherst and Buffalo Niagara Heritage Village and its employees, agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:

August 14, 2022 at Bassett Park Market – 9am – 3pm
August 26, 2022 at Walton Woods Food Truck Rodeo – 5pm – 8pm

LOCATION: Bassett Park and Walton Woods Park

Agreed to and approved by:

Jennifer Hillman — 4-13-2022

Print Name — Date

Jennifer Hillman

Attachment: Hillman (RES-2022-696 : Artist Agreement (Hillman) - CRS #3464)

Signature

_____

Title

Town of Amherst:

_____ _____

Brian J. Kulpa, Supervisor Date

Attachment: Hillman (RES-2022-696 : Artist Agreement (Hillman) - CRS #3464)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26099 **RESOLUTION 2022-697** **ADOPTED**

Artist Agreements (Krawczyk, Daniel, Wasielewski) - CRS #S 3460, 3461 & 3463

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Isabella Krawczyk, Linda Daniel, and Katie & Dan Wasielewski for participation in the Arts in the Park Market at Bassett Park on August 14, 2022.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
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www.amherst.ny.us

BRIAN J. KULPA
Supervisor
716-631-7032

JACQUALINE G. BERGER
Deputy Supervisor/ Councilmember

Councilmembers:
DEBORAH BRUCH BUCKI RN, PhD
SHAWN A. LAVIN
MICHAEL SZUKALA

Linda Daniel
145 Fontaine Drive
Buffalo, NY 14215

April 6, 2022

Dear Ms. Daniel
This is your agreement for your participation in the Town of Amherst, Market at Bassett Park (Arts in the Park Market), as an independent contractor/artist. Please provide a name and cell phone number so that our event staff can contact you in case of any last minute changes:
Linda Daniel 7163109380.

Linda Daniel, agrees to indemnify and hold the Town of Amherst for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the business or artist its agents and/or employees, and to release the Town of Amherst and Buffalo Niagara Heritage Village and its employees, agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:

August 14, 2022 at Bassett Park Market – 9am – 3pm

LOCATION: Bassett Park, 359 Youngs Road, Williamsville, NY 14221

Agreed to and approved by:

Linda M. Daniel
Print Name

4-9-22
Date

Attachment: Daniel (RES-2022-697 : Artist Agreements (Krawczyk, Daniel, Wasielewski) - CRS #S 3460, 3461 & 3463)

Signature

Brian M. Daniel

Title

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

Attachment: Daniel (RES-2022-697 : Artist Agreements (Krawczyk, Daniel, Wasielewski) - CRS #S 3460, 3461 & 3463)

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
FAX 716-631-7036
www.amherst.ny.us

BRIAN J. KULPA
Supervisor
716-631-7032

G. BERGER
Supervisor/ Councilmember

JACQUALINE
Deputy

Councilmembers:
DEBORAH
BRUCH BUCKI RN, PhD
SHAWN A.
LAVIN
MICHAEL
SZUKALA

Isabella Krawczyk
184 Country Parkway
Williamsville, NY 14222
716-601-9172
Bellakraw@gmail.com

April 12, 2022

Dear Ms. Krawczyk:
This is your agreement for your participation in the Town of Amherst, Market at Bassett Park (Arts in the Park Market), as an independent contractor/artist. Please provide a name and cell phone number so that our event staff can contact you in case of any last minute changes:
Isabella Krawczyk (716)601-9172.

Isabella Krawczyk, Artist, agrees to indemnify and hold the Town of Amherst for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the business or artist its agents and/or employees, and to release the Town of Amherst and Buffalo Niagara Heritage Village and its employees, agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:

August 14, 2022 at Bassett Park Market - 9am - 3pm

LOCATION: Bassett Park, 359 Youngs Road, Williamsville, NY 14221

Agreed to and approved by:

Isabella Krawczyk
Print Name

Date 4/15/22

Attachment: Krawczyk (RES-2022-697 : Artist Agreements (Krawczyk, Daniel, Wasielewski) - CRS #S 3460, 3461 & 3463)

Signature

Artist
Title

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

Attachment: Krawczyk (RES-2022-697 : Artist Agreements (Krawczyk, Daniel, Wasielewski) - CRS #S 3460, 3461 & 3463)

TOWN OF AMHERST
ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
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BRIAN J. KULPA
Supervisor
716-631-7032

JACQUALINE G. BERGER
Deputy Supervisor/ Councilmember

Councilmembers:
DEBORAH BRUCH BUCKI RN, PhD
SHAWN A. LAVIN
MICHAEL SZUKALA

Katie and Dan Wasielewski
28 Victory Avenue
Hamburg, NY 14075

March 24, 2022

Dear Mr. and Mrs. Wasielewski
This is your agreement for your participation in the Town of Amherst, Market at Bassett Park (Arts in the Park Market), as an independent contractor/artist. Please provide a name and cell phone number so that our event staff can contact you in case of any last minute changes:
Katie Wasielewski - 716-949-9348

Katie and Dan Wasielewski, AKA Waz Woodworking, agrees to indemnify and hold the Town of Amherst for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the business or artist its agents and/or employees, and to release the Town of Amherst and Buffalo Niagara Heritage Village and its employees, agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:

August 14, 2022 at Bassett Park Market – 9am – 3pm

LOCATION: Bassett Park, 359 Youngs Road, Williamsville, NY 14221

Agreed to and approved by:

Katie Wasielewski
Print Name

3/30/22
Date

Attachment: Wasielewski (RES-2022-697 : Artist Agreements (Krawczyk, Daniel, Wasielewski) - CRS #S 3460, 3461 & 3463)

Katie Wasielewski
Signature

Visiting Artist
Title

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

Attachment: Wasielewski (RES-2022-697 : Artist Agreements (Krawczyk, Daniel, Wasielewski) - CRS #S 3460, 3461 & 3463)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26111 **RESOLUTION 2022-698** **ADOPTED**

Authorization to Pay Vendor - Amrex

WHEREAS, the Town of Amherst's supplier for pool chemicals, Amrex Chemical Company, Inc. informed the Town on June 21, 2022 that it would no longer honor its contract prices under CRS #2572/Bid #2021007 due to rising costs, and

WHEREAS, the summer swim season was already underway at this time, and

WHEREAS, the Contract Compliance Department has issued a new bid for pool chemicals, and

WHEREAS, Town of Amherst pools would have to close until such time as the new bid is awarded as the Youth & Rec Department cannot safely transport nor store the amount of chemicals needed for the entire season, and

WHEREAS, the Youth & Recreation Department will monitor the chemicals needed closely and attempt to order only what is absolutely necessary without accumulating a stockpile,

NOW THEREFORE, the Amherst Town Board authorizes the payment of Amrex Chemical Company, Inc. invoices until such time as a new bid award is in place.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A 7141.4350 and A 7146.4350 -TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26113 **RESOLUTION 2022-699** **ADOPTED**

Authorization to Spend T-Account Funds

Authorize the Amherst Youth & Recreation Department to spend $2,331.00 in funds from T 2023 to replace windscreens at the Paradise Park pickleball courts that were damaged due to vandalism.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

T 2023.4001 - $2,331.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26120 **RESOLUTION 2022-700** **ADOPTED**

Travel Authorization - CADCA

Authorize Anne Rohrer to travel to the CADCA (Community Anti-Drug Coalitions of America) Mid-Year Training event from July 17-20, 2022 in Orlando, Florida, as a requirement of the Town's federal Drug-Free Communities grant.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

A 7257.4040 - $3,096.23

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 12/22/2021

NAME	Employee #	Department	Phone Number
Anne Rohrer	7123	Y&R	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
7/17/22	7/20/22	Orlando, FL	CADCA Mid-Year Training (required for DFC grant)

Expenses	Estimated	Budget A/C #	Actual
Transportation:		All A7257	
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)	240.00		
Plane/Rail/Bus	600.00		
Lodging:			
4 # nights @ $270.00	1,080.00		
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
2 # Breakfasts @ $ 16.00	32.00		
2 # Lunches @ $ 17.00	34.00		
2 # Dinners @ $ 31.00	62.00		
4 # Incidentals @ $5.00	20.00		
1st and last day of travel	51.75		
Registration/Conference Fee	695.00		
Other			
Subtotal	2,814.75		N/A
Contingency - 10% of subtotal or $200	281.48		N/A
TOTAL	3,096.23		

Request Approved By:

Mary Dana Powell

Department Head Signature

7/6/22

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Attachment: CADCA Mid-Year (RES-2022-700 : Travel Authorization - CADCA)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 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: 7/25/2022 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: 07/11/22 03:00 PM
Department: Town Clerk
DOC ID: 26100

COMMUNICATION 2022-75 **APPROVED**

Request for Public Hearing - 35, 50 & 55 Crosspoint Parkway

Request from Kevin Kirk for a public hearing with respect to the rezoning of 35, 50 & 55 Crosspoint Parkway from GB to DC-5.

This hearing has been scheduled for August 22nd.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

Uniland
DEVELOPMENT

June 28, 2022

Ms. Francina Spoth, Town Clerk
5583 Main Street
Williamsville, NY 14221

Re: 35, 50 & 55 CrossPoint Parkway
Proposed Rezoning

Dear Ms. Spoth:

Uniland Development is proposing to rezone 11.29 acres of land at 35 CrossPoint Parkway, 50 CrossPoint Parkway and 55 CrossPoint Parkway. The properties are currently zoned 'GB' and the proposal is to rezone to 'DC-5' to allow for the development a multi-family residential project. The multi-family development is proposed for the vacant land at 50 CrossPoint Parkway (7.51 acres +/-), while the properties at 35 & 55 CrossPoint will remain as existing retail.

The Planning Board recently recommended approval for the proposed rezoning at the June 16th, 2022 meeting. This letter is to request a public hearing before the Town Board.

We look forward to introducing this application and reviewing our proposed development with the Town Board. Please contact us with any comments or concerns you may have.

Thank you,

Kevin B. Kirk, RA – Director of Planning & Design
Uniland Development Company

Cc: Daniel Howard, AICP – Planning Director, Town of Amherst Planning Department
Chris Wood – Carmina Wood Design

Attachment: kevin kirk request (COM-2022-75 : Request for Public Hearing - 35, 50 & 55 Crosspoint Parkway)

University Corporate Centre I 100 Corporate Pkwy I Suite 500 I Amherst, NY 14226-1295 I 716.834.5000 I uniland.com

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
DOC ID: 26109

COMMUNICATION 2022-76 **APPROVED**

Historic Preservation Commission - Permission for Sign Placement & Fee Waiver

Request from the Historic Preservation Commission to have fees waived and to place eight signs to promote "Preservation Day" on Saturday, August 6th at the Buffalo Niagara Heritage Village.

Please see the response from the Highway Superintendent and Supervising Code Enforcement Officer.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

Koller, Timothy

From: Gesel, Doug
Sent: Wednesday, July 6, 2022 10:46 AM
To: Koller, Timothy; Berke, Mark S.; Lucey, Patrick G.
Cc: Princess, Karrie
Subject: RE: Preservation Day Banner Sign Request

Tim,
Temporary Sign permits are required and are approved by the Town board as they are going on town properties.
Fee's would need to be waived also.

I will have to check on the dates for other temp sign permits for these sites.
We have a policy that we will only allow one sign per site at a time so it doesn't look to cluttered.

Doug Gesel
Supervising Code Enforcement Officer
Town of Amherst Building Department
(716) 631-7120
DGesel@Amherst.NY.US

From: Koller, Timothy <tkoller@amherst.ny.us>
Sent: Wednesday, July 6, 2022 10:12 AM
To: Berke, Mark S. <mberke@amherst.ny.us>; Gesel, Doug <DGesel@amherst.ny.us>; Lucey, Patrick G. <plucey@amherst.ny.us>
Subject: FW: Preservation Day Banner Sign Request

Good Morning,

Please see the attached letter.

> Mark/Doug – I don't know if she needs permits
> Pat – it looks like she is asking for the highway dept. to put up and take down the signs, is that okay?

Please respond as soon as possible so I can place this on Monday's Town Board agenda.

Thank you!

Timothy J. Koller
Deputy Town Clerk
Town of Amherst
(716) 631-7043

From: Spoth, Francina <fspoth@amherst.ny.us>
Sent: Wednesday, July 6, 2022 10:07 AM

Attachment: HPC request - responses (COM-2022-76 : Historic Preservation Commission - Permission for Sign Placement)

Koller, Timothy

From: Lucey, Patrick G.
Sent: Wednesday, July 6, 2022 10:22 AM
To: Koller, Timothy; Berke, Mark S.; Gesel, Doug
Cc: Pouli, Mary-Diana; Sliwa, Stanley J.; Rizzo, Daniel J.
Subject: RE: Preservation Day Banner Sign Request

The various department heads would have to authorize the locations, there has to be underground requests, we would need someone to mark out where the exact locations would be and then highway can look into the installations.

Patrick Lucey
Superintendent of Highways
Town of Amherst
Highway Department
1042 N.Forest Rd.
Williamsville, NY 14221
plucey@amherst.ny.us
Phone (716) 631-7117
Fax (716) 631-8934

From: Koller, Timothy <tkoller@amherst.ny.us>
Sent: Wednesday, July 06, 2022 10:12 AM
To: Berke, Mark S. <mberke@amherst.ny.us>; Gesel, Doug <DGesel@amherst.ny.us>; Lucey, Patrick G. <plucey@amherst.ny.us>
Subject: FW: Preservation Day Banner Sign Request

Good Morning,

Please see the attached letter.

> Mark/Doug – I don't know if she needs permits
> Pat – it looks like she is asking for the highway dept. to put up and take down the signs, is that okay?

Please respond as soon as possible so I can place this on Monday's Town Board agenda.

Thank you!

Timothy J. Koller
Deputy Town Clerk
Town of Amherst
(716) 631-7043

Attachment: HPC request - responses (COM-2022-76 : Historic Preservation Commission - Permission for Sign Placement)

Francina J. Spoth
Town Clerk
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221

July 5, 2022

Re: Preservation Day Banner Signs

Dear Fran,

The Amherst Historic Preservation Commission (AHPC) respectfully requests to place temporary vinyl horizontal banner signs at the locations listed below to advertise "Preservation Day" on Saturday, August 6, 2022 at the Buffalo Niagara Heritage Village.

The dates of installation would be July 11th through August 7th, to be removed on/after August 7th.

Proposed locations are:

1. 4255 Harlem Road, Harlem Road Community Center (in front of building at Westmorland light)
2. 5583 Main Street, between the Amherst Municipal Building and the parking lot; location similar to the Jolly Boys' "Old Homes Days" sign; to be placed after Old Homes Day has ended
3. 1615 Amherst Manor Drive, Northtown Center (visible from Millersport in front of Skate Park)
4. 370 John James Audubon Parkway, Amherst Senior Center (at street in front of Library)
5. 730 Hopkins Road, Clearfield Recreation Center (by tennis courts; where Amherst Symphony sign is placed)
6. 359 Klein Road, Bassett Park (at corner of Klein and Young)
7. 4415 Millersport Hwy, North Amherst Recreation Center (by NARC sign at New and Millersport)
8. 435 Maple Road, Amherst Park Maintenance Building (by

These are the same locations used last year.

The banner sign are 2' high x 10' long. The reusable banners have grommets to allow zip tie to stake installation. This year we are asking if the Town can take ownership of the installation and take down of these signs.

As you may be aware, the AHPC was awarded a Certified Local Government grant distributed by the New York State Park and Recreation Office. The event is being professionally marketed via the internet and newspapers this year, but we saw success in the banner placement last year and would like to continue to market this Town of Amherst event at municipal buildings/property around Amherst.

I look forward to your response and thank you for your consideration of this request.

Kate Waterman-Kulpa
Amherst Historic Preservation Commission, Vice Chair
[redacted]

Attachment: HPC request - responses (COM-2022-76 : Historic Preservation Commission - Permission for Sign Placement)

cc: Mary-Diana Pouli, Executive Director Town of Amherst Youth & Recreation Department (mpouli@amherst.ny.us)
Pat Lucey, Superintendent Town of Amherst Highways (PLucey@amherst.ny.us)

Attachment: HPC request - responses (COM-2022-76 : Historic Preservation Commission - Permission for Sign Placement)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
DOC ID: 26121

COMMUNICATION 2022-77 **APPROVED**

St. John Lutheran Church Fee Waiver Request

Request from St. John Lutheran Church for a waiver of all permit fees for their proposed Outdoor Ministry Center at 6540 Main Street.

7/11/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

St. John
Lutheran Church
Discover Joy. Share Love. Grow Faith.

Rev. Dr. Scott D. Hannon

June 13, 2022
Dear Honorable Members of the Amherst Town Board:

This letter is to formally request the mitigation of all fees associated with the submission and building of our proposed Outdoor Ministry Center (OMC) on our campus at 6540 Main Street. Additionally, we are seeking the mitigation of adding sidewalks along the property.

Even before the pandemic, our congregation held a series of conversations to explore how we might create an outdoor meeting area. During the pandemic, the need for such a space became apparent as we and all the groups that use our congregation were forced to meet outside or not at all. We now know that even when the pandemic has finally settled, it will be a blessing for us and the community to have a permanent outdoor structure.

For many years now we have been renting a tent which comes with many limitations and concerns – all of which will be addressed by the new structure. The new shelter will be accessible to all of our parishioners. It will have a concrete walkway and floors from our parking lot so all can assemble and worship. The building will have power through an off-the-grid solar system. This system will give us power for lights, convenience outlets, and security cameras. There will be no toilet facilities or plumbing of any kind. Parishioners will utilize the existing restroom facilities inside our building. The OMC will sit on the escarpment with fractured bedrock being only 28" below the grass. In addition to the picnic shelter portion of the structure, we will also have two garage bays. One of the units will be used to store our lawn cutting and gardening equipment. The other is for the Scout Troops that we sponsor.

Currently, there are no sidewalks on Hampton Hill. And so, we are also asking for mitigation of adding sidewalks alongside our property.

Finally, please understand that this project is intended not just for our own benefit – i.e., to provide us a place to worship. We also hope that this building will provide a central hub for anyone looking for a place to meditate or pray. We expect all the groups that rent our church to utilize it – including our Boy Scout Troops, local choruses, the Arc of Erie County, Lutheran Charities of WNY, Amherst Garden Club, and private rentals.

Over the past few years, our campus has become a place where our neighbors on both sides of Main Street walk, ride bikes, and play on the playground. We hope this project will help us continue to be a good neighbor in providing park-like outdoor space for our community.

As a not-for-profit religious organization, the mitigation of fees will be a great relief and tremendous help. Thank you for your consideration.

Respectfully,

Scott Hannon, Pastor

Attachment: St. John Lutheran Church - Ltr mitigation of all fees request (COM-2022-77 : St. John Lutheran Church Fee Waiver Request)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Councilmembers
DOC ID: 26061

COMMUNICATION 2022-78 **REFERRED**

Canandaigua Niagara Falls Trail Concerns

Resident(s) express concerns over the Canandaigua Niagara Falls Trail, also known locally as the Peanut Line.

7/11/2022
A motion to refer to Planning, Engineering, Traffic & Safety and Highway was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

From: Ira Nadel [redacted]
Sent: Friday, June 10, 2022 11:07 AM
To: Berger, Jacqualine
Subject: Peanut Line

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 Jacqueline,
I am happy to hear that the Town Board is considering changing the Peanut Line to a walking/biking path. I live close by and would use it often. It would be a great asset to the area.

Ira Nadel
[redacted]
Getzville, NY 14068
[redacted]

Attachment: COMMUNICATION Canandaigua Nia Falls Trail I Nadel redacted 20220711 (COM-2022-78 : Canandaigua Niagara Falls Trail

From: bill donley [redacted]
Sent: Friday, June 10, 2022 1:10 PM
To: Berger, Jacqualine
Subject: Peanut line path

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.

Sent from Mail for Windows
Please approve paving peanut line

Attachment: COMMUNICATION Canandaigua Nia Falls Trail B Donley redacted 20220711 (COM-2022-78 : Canandaigua Niagara Falls Trail

From: Brian Windschitl [redacted]
Sent: Friday, June 10, 2022 5:14 PM
To: Berger, Jacqualine
Subject: Bike path form Transit

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 Council Member Berger,

I am letting you know I am in favor of the paving the trail at this stretch. I believe by paving it will be safer to bike and walk to the park. I have rode my bike on Casey from Transit to Paradise and it is not a very safe ride. I really enjoy playing Pickleball. I also think it would be a great addition of 4 more pickle ball courts as well. That is another conversation…

Thanks for all you do!

"The Amherst Town Board is considering paving the old "Peanut Line" small railway bed as a bike/walking path to connect the Clarence bike/walkway that currently stops at Transit Road, across Amherst (the line runs roughly parallel to and a bit south of Casey Rd and Dodge Rd) all the way to connect to the bike path at Ellicott Creek at North Forest Rd and the I-990. "

Thank You!

Brian Windschitl
[redacted]
East Amherst, NY 14051

Hofbräuhaus Buffalo
Brian Windschitl | Chief Operations Officer
190 Scott Street | Buffalo, NY 14204
p: (716)989-1851| HB (716)939-2337| BW@HofbrauhausBuffalo.com |
w: HofbrauhausBuffalo

Attachment: COMMUNICATION Canandiagua Nia Falls Trail B Windschitl redacteed 20220711 (COM-2022-78 : Canandaigua Niagara Falls Trail

From: Laurie Shanahan [redacted]
Sent: Friday, June 10, 2022 8:03 PM
To: Berger, Jacqualine
Subject: Peanut line paving

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.

I am against it. I live on it and it is quiet and I do not want it paved. Who do I contact about not wanting it?

Sent from my iPhone

Attachment: COMMUNICATION Canandaigua Nia Falls Trail L Shanahan redacted 20220711 (COM-2022-78 : Canandaigua Niagara Falls Trail

From: Darlene Prowse [redacted]
Sent: Thursday, June 9, 2022 7:12 PM
To: Berger, Jacqualine
Subject: Bike path

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.

I am writing to implore you to pave the bike path that is on the old peanut line. As a teacher at Casey Middle School, the safety of my students is a priority. Having a smooth, cleared path is in the best interest of the kids and all who enjoy this path.

Thank you for your consideration,
Darlene Prowse

Attachment: COMMUNICATION Canandaigua Nia Falls Trail D Prowse redacted 20220711 (COM-2022-78 : Canandaigua Niagara Falls Trail

From: Elaine Cusker [redacted]
Sent: Thursday, June 23, 2022 4:16 PM
To: Berger, Jacqualine
Subject: Peanut Line and Bike Path

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 Jackie,

I am a resident at [redacted] and am interested in any updates about the long discussed bike path along the Peanut Line Right of Way.

My condominium association, Wedgewood Commons abuts the line from Hopkins to the Islamic Society. Thanks for any information and how I could keep track of any updates.

Thank you and best wishes,
Elaine Cusker
Secretary - Wedgewood Commons Board of Managers

Sent from my iPhone

Attachment: COMMUNICATION Canandaigua Nia Falls Trail E Cusker redacted 20220711 (COM-2022-78 : Canandaigua Niagara Falls Trail

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
DOC ID: 26085

COMMUNICATION 2022-79 **REFERRED**

Notice of Claim: Richard Goldman Vs. Town of Amherst

7/11/2022
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

Richard Goldman
[redacted]

RECEIVED
Amherst Town Clerk
JUN28 '22 PM 2:27

Town of Amherst
Town Clerk
5583 Main Street
Amherst, NY 14221

June 28, 2022

Dear Town Clerk,

This letter/notice of claim is to apprise you of my claims against the Town of Amherst.

Claimant Name and Address:
Richard Goldman
[redacted]

Time, date, and place of the event:
March 31, 2022 and May 20, 2022 via at least email communications.

Description of injuries and how they happened:
Town employees Samuel Alba and Stanley Sliwa published letters to Claimant and a number of third parties including defamatory statements made against Claimant. The injuries are to the Claimant's reputation and character as well as the causation of distress caused to the Claimant by the defamatory statements.

Very truly yours,

Richard Goldman

Chelsea Bennett
Notary Public

CHELSEA BENNETT
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01BE6422017
COMM. EXP. 09/13/2025

June 28, 2022

Attachment: DOC062922-06292022080956 (COM-2022-79 : Notice of Claim: Richard Goldman Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
DOC ID: 26088

COMMUNICATION 2022-80 **REFERRED**

Notice of Claim: Matthew Dates Vs. Town of Amherst Et Al.

7/11/2022
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0.

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

Matthew Dates
[redacted]

RECEIVED
Amherst Town Clerk

Town of Amherst
Town Clerk
5583 Main Street
Amherst, NY 14221

RE: Notice of Claim upon the Town of Amherst Highway Department for damage that occurred to my fence, yard, and the Towns sidewalk during tree removal from the Town's right of way

Dear Sir /Madam:

The Town of Amherst removed a decaying tree from the town right of way along Verdi Rd. This claim is to recover damages associated with:

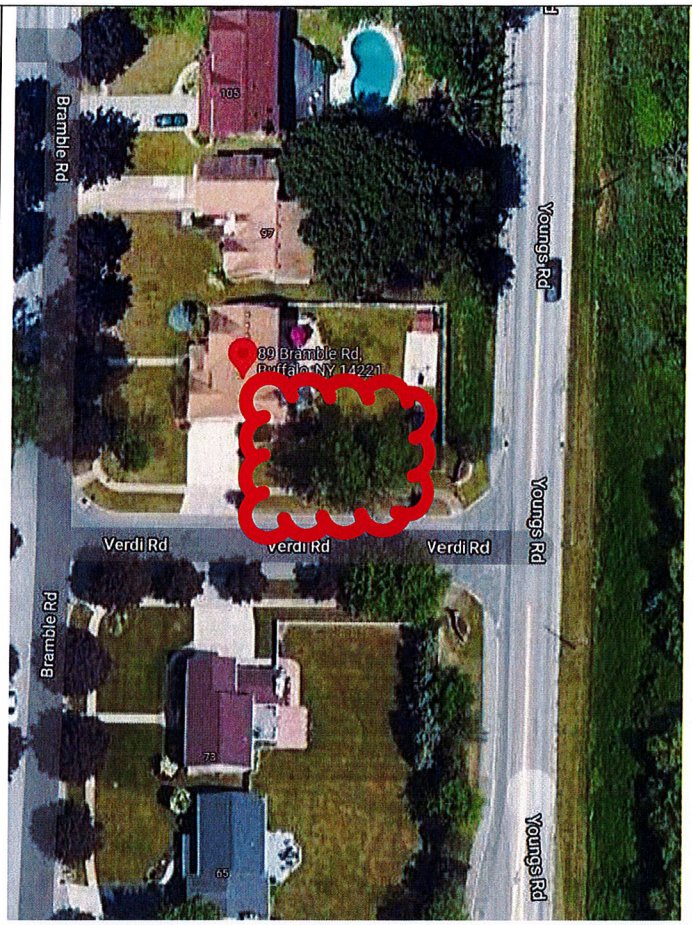
A. Damage to my fence caused by the tree removal company ($986.36 – See Quote)
B. Damage to my lawn caused by the tree removal company (Town to fix)
C. Notify the town of damage to the Town's sidewalk adjacent to the tree and request the Town replace the sidewalk in the vicinity of the tree removal (Town to fix)

The following is a recount of the events giving rise to this claim:

- 12/10/2021 – I notified the town of the decaying tree along Verdi in the Towns right of way adjacent to my property
- 01/04/2022 – Town returned my call and notified me the tree was indeed in the Town right of way and that it would be marked for removal
- 04/14/2022 – Town marked tree for removal
- 04/06/2022
    - Tree removal company began removing tree by removing large branches. At the end of the day, the tree stem, standing 40'-45' tall was left in place
    - **Fence was damaged on this day**
- 04/07/2022
    - Notified Town that the fence was damaged
    - Dominic Creamer, Parks General Crew Chief, from the Town came to investigate and determined that the damage was caused by the Town's service. He advised me to file a claim with the Town
- 04/11/2022
    - Remainder of the tree stem was removed by cutting stem into 3'-4' sections and dropping to the ground, in some cases 35'-45' down
    - **Dropping these tree stem pieces damaged the lawn, creating divots 8"-10" deep**
    - **Dropping the stems also damaged the adjacent sidewalk**
- 05/03/2022 – Filed a claim for damages with the Town Highway Department, Deputy Highway Superintendent, Paul Anderson

Attachment: DOC063022-06302022083556 (COM-2022-80 : Notice of Claim: Matthew Dates Vs. Town of Amherst Et Al.)

The following pictures show the damage to the fence and the lawn:

Location of tree:	
Fence BEFORE Damage	

Attachment: DOC063022-06302022083556 (COM-2022-80 : Notice of Claim: Matthew Dates Vs. Town of Amherst Et Al.)

Fence After Damage	 

Attachment: DOC063022-06302022083556 (COM-2022-80 : Notice of Claim: Matthew Dates Vs. Town of Amherst Et Al.)



Attachment: DOC063022-06302022083556 (COM-2022-80 : Notice of Claim: Matthew Dates Vs. Town of Amherst Et Al.)

Damage to lawn	 

Attachment: DOC063022-06302022083556 (COM-2022-80 : Notice of Claim: Matthew Dates Vs. Town of Amherst Et Al.)





Attachment: DOC063022-06302022083556 (COM-2022-80 : Notice of Claim: Matthew Dates Vs. Town of Amherst Et Al.)

Estimated Damages

- The estimated cost to repair the fence is $986.36. (see attached quote)
- The cost to repair the lawn in the Town's right of way is at the Towns expense
- The cost to repair the sidewalk in the Towns right of way is at the Towns expense

Please contact me at [redacted] if you have any questions.

Thank you,

Matthew J. Dates, PE

Notarized by: Andrea ~~Wipert~~ Wiepert

Andrea D. Wiepert

ANDREA D WIEPERT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WI6419100
Qualified in Erie County
Commission Expires June 28, 2025

Attachment: DOC063022-06302022083556 (COM-2022-80 : Notice of Claim: Matthew Dates 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: 07/11/22 03:00 PM
Department: Town Clerk
DOC ID: 26089

COMMUNICATION 2022-81 **REFERRED**

Notice of Claim: Emerald Services of WNY Inc. Vs. Town of Amherst Et Al.

7/11/2022
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

1504 Bailey Ave. Buffalo, NY 14212
716-570-2211

Emerald Services of WNY Inc.
1504 Bailey Ave.
Buffalo, NY 14212
716-570-2211
constoffice20@gmail.com

24th June 2022

Town of Amherst
Highway Department
1042 North Forest Rd.
Williamsville, NY 14221

To Whom It May Concern:

I am writing this letter as notice of a claim we are filing in pursuit of payment for damages. On Tuesday June 14, 2022 at 11:00am our company vehicles arrived on-site at a contracted job at 1 Olive Ln. Upon arrival our fleet of trucks pulled down the street to park and access the property at 1 Olive Ln. and our tarp system on our standard height 2007 Volvo Tandem Dump truck was damaged by the extremely low hanging branches on the street in front of 1 Olive Ln. The vehicle information is plate number 66495MK and the VIN number is [redacted] The damage does require repair and attached is an estimate from International Spring for the work required to be completed to return the vehicle to service. We are requesting that the repairs be compensated. Please respond at your earliest convenience in receipt of this letter. We can be reached at either the above telephone number or email.

Sincerely,

Lindsey M. Shanahan

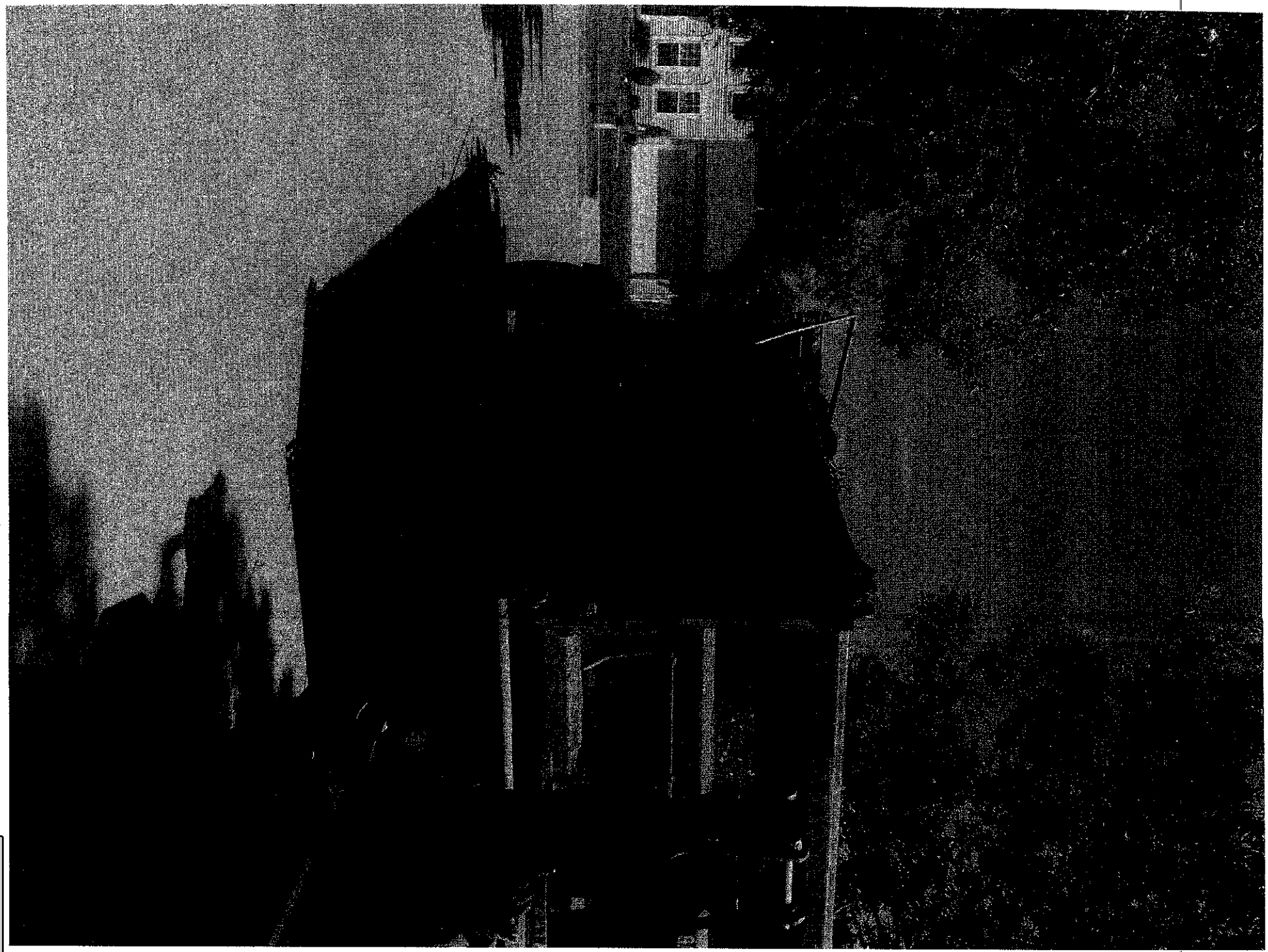
Vice President

State of: NY County of: ERIE
On this 24 Day of June, 2022 before me, the undersigned Notary Public, personally appeared Lindsey Shanahan proved through satisfactory evidence of Identification, which were ID, to be the person whose name is signed on the preceding or attached document and acknowledged

Signature Name Notary Public
My commission expires: 9/10/22

JASON MACKIEWICZ
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01MA6380657
My Commission Expires 09/10/2022

Attachment: DOC063022-06302022090650 (COM-2022-81 : Notice of Claim: Emerald Services of WNY Inc. Vs. Town of Amherst Et Al.)



Attachment: DOC063022-06302022090650 (COM-2022-81 : Notice of Claim: Emerald Services of WNY Inc. Vs. Town of Amherst Et Al.)

Attachment: DOC063022-06302022090650 (COM-2022-81 : Notice of Claim: Emerald Services of WNY Inc. Vs. Town of Amherst Et Al.)

Falls Auto Spring Inc dba
INTERNATIONAL SPRING CO
4396 Broadway
Depew, NY 14043
716-683-8288

Estimate E 1-837
Date / /
Date Open 06/22/2022

Remit to: Falls Auto Spring Inc at above address
e-mail: acctsrec@fallsautospring.com

Sold To : 570-2211 716

EMERALD SERVICES OF WNY INC
1504 BAILEY AVE

BUFFALO NY 14212 USA
Id R-20428318

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
GMA-2020	NET 30	15:19:57	ESTIMATE			

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
66405MK	66405MK	2007	VOLVO	TANDEM DUMP	0/0.0		

Qty	Description	Price	Amount
	GENERAL LABOR 1. REPLACE ALUMINUM ARM KIT FOR TARP SYSTEM 2. REPLACE / SIZE / ROLL NEW TARP ON HEADER 3. REPLACE ALL OTHER NECC ATTACH HARDWARE - *PRICE INCLUDES PARTS AND LABOR*		1400.00

All returns item must be accompanied by the original invoice

Parts.....	0.00
Labor.....	1400.00
Sub Total	1400.00
Sales Tax....	122.50
TOTAL	**1522.50**

Thank you ! We appreciate your business

Authorized By_____

Attachment: DOC063022-06302022090650 (COM-2022-81 : Notice of Claim: Emerald Services of WNY Inc. 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: 07/11/22 03:00 PM
Department: Town Clerk
DOC ID: 26094

COMMUNICATION 2022-82 **REFERRED**

Notice of Claim: Renee Fabozzi Vs. Town of Amherst Et Al.

7/11/2022
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

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

NYSCEF DOC. NO. 2 RECEIVED NYSCEF: 06/27/2022

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

RENEE FABOZZI
[redacted]

Petitioner,

NOTICE OF PETITION
Index No. 807300/2022

v.

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
1042 North Forest Road
Williamsville, New York 14221

Respondents.

TO THE ABOVE NAMED RESPONDENTS:

YOU ARE HEREBY SUMMONED, to answer the Petition in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the Petition.

The Petitioner designates Erie County as place of trial. The basis of venue is the residence of the Petitioner, 324 Cornwall Avenue, Tonawanda, Erie County, State of New York.

DATED: June 27, 2022
Amherst, New York

Timothy Hiller, Esq.
THE LAW OFFICES OF KENNETH HILLER, PLLC
Attorneys for Petitioner
6000 North Bailey Avenue, Suite 1A
Amherst, New York 14226
(716) 564-3288
thiller@kennethhiller.com

Attachment: DOC070122-07012022134817 (COM-2022-82 : Notice of Claim: Renee Fabozzi Vs. Town of Amherst Et Al.)

NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 06/27/2022

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

RENEE FABOZZI
[redacted]

Petitioner,

PETITION
Index No. 807300/2022

v.

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY DEPARTMENT
1042 North Forest Road
Williamsville, New York 14221

Respondents.

Petitioner, above named, by her attorney, Law Offices of Kenneth Hiller, PLLC, for her Petition against the Respondents requesting the Courts permission to file a Notice of Claim pursuant to General Municipal Law § 50-e:

PARTIES

1. At all times herein, Petitioner, Renee Fabozzi, was and is a resident of [redacted] and [redacted].
2. Upon information and belief, at all times hereinafter mentioned, the Respondents, Town of Amherst and Town of Amherst Highway Department, were and still is a municipality authorized do business within the State of New York.

FACTS

3. Upon information and belief, on August 6, 2021, Petitioner, Renee Fabozzi, was lawfully and properly riding her bicycle on the bicycle path in the Ellicott Creek Trailway Park in

Attachment: DOC070122-07012022134817 (COM-2022-82 : Notice of Claim: Renee Fabozzi Vs. Town of Amherst Et Al.)

the Town of Amherst, which was maintained by the Town of Amherst Highway Department and was caused to fall and was injured.

4. Following her injury Petitioner was transported by ambulance to Erie County Medical Center.

5. As a result of the injuries sustained on August 6, 2021, Petitioner was forced to undergo surgery on her left distal humerus fracture and radial nerve reconstruction with allograft.

6. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused as a result of the negligent, careless, reckless and/or unlawful conduct on the part of the Defendants, by their agents, servants and/or employees in the ownership, operation, maintenance, management, construction, control and design of the aforesaid bicycle path to be used when such was in an unsafe, dangerous, hazardous and defective condition, and in allowing and permitting it to be and remain in such condition, without warning Petitioner and others of its existence.

7. Upon information and belief, the aforesaid bicycle path and the dangerous and hazardous condition created thereby existed for a sufficient length of time to give both actual and constructive notice to the Respondents, including notice by reasonable inspection.

8. Upon information and belief, Respondents affirmatively created the dangerous and hazardous conditions complained of herein.

9. As a result of the alleged incident, the Petitioner, Renee Fabozzi, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defect; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system; was caused to and did seek medical aid and attention;

Attachment: DOC070122-07012022134817 (COM-2022-82 : Notice of Claim: Renee Fabozzi Vs. Town of Amherst Et Al.)

was caused to and did incur great medical expenses and may incur further medical expense; was caused to be incapacitated from his usual activities and may be further incapacitated.

10. A Notice of Claim against the Town of Amherst and the Town of Amherst Highway Department was not been filed or served and the 90-day period for filing and serving it as provided for by statute has expired.

11. On January 28, 2022, Ms. Fabozzi retained her undersigned attorney to represent her for the injuries caused by the August 6, 2021, fall.

12. That Ms. Fabozzi, due to the fact that she sustained very serious injuries and left the scene in an ambulance, did not know with specificity *exactly* where the incident occurred on the bicycle path.

13. In order to put Respondents on notice, it was necessary to locate the scene of the accident with some degree of precision.

14. As such, Petitioner and her attorney needed to obtain ambulance records and other records which helped Petitioner locate the scene sufficient to put the town on notice.

15. As soon as those records were obtained, an application for the same relief prayed of herein was subsequently made April 11, 2022.

16. That application was voluntarily dismissed without prejudice on June 10, 2022 due to procedural defects (namely, the prior application was not initiated by a proper petition). (See Index No. 804350/2022).

17. That application having been dismissed with prejudice, Petitioner now refiles.

WHEREFORE, the Petitioner respectfully requests that the Court issue an Order pursuant to NY Gen. Mun. Law § 50-e, which a) grants leave for the Petitioner to serve a late Notice of Claim within thirty (30) days of this courts order; b) tolls the statute of limitations for filing an

Attachment: DOC070122-07012022134817 (COM-2022-82 : Notice of Claim: Renee Fabozzi Vs. Town of Amherst Et Al.)

action against the Town of Amherst and the Town of Amherst Highway Department for the pendency of this proceeding; and, c) requires the Town of Amherst and the Town of Amherst Highway Department, and its agents, servants, and employees to promptly turn over, at the Petitioner's expense, copies of all accident reports relating to the petitioner Renee Fabozzi.

DATED: June 27, 2022
Amherst, New York

Timothy Hiller, Esq.
THE LAW OFFICES OF KENNETH HILLER, PLLC
Attorneys for Petitioner
6000 North Bailey Avenue, Suite 1A
Amherst, New York 14226
(716) 564-3288
thiller@kennethhiller.com

Attachment: DOC070122-07012022134817 (COM-2022-82 : Notice of Claim: Renee Fabozzi 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: 07/11/22 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26133 **RESOLUTION 2022-701** **ADOPTED AS AMENDED**

American Red Cross Request for a License Agreement to Use Amherst Municipal Building Council Chambers

Suspension to Town Board Agenda Item July 11, 2022

TO: **Amherst Town Board**

FROM: **Jacqualine Berger, Town Deputy Supervisor**

DATE: **July 11, 2022**

RE: **American Red Cross request for a license agreement to use Amherst Municipal Building Council Chambers**

Request by American Red Cross to utilize the Amherst Municipal Building Council Chambers Tuesday, July 19th from 8:00am to 5:00pm and the Town Board authorizes the Town Supervisor to enter into the attached license agreement.

7/11/2022
A motion to approve was made by Deputy Supervisor Berger and seconded by Councilmember Bucki. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

WAIVER, USE AND INDEMNITY AGREEMENT

The Town of Amherst [herein after known as "TOA"], a municipal corporation with offices located at 5583 Main Street, Williamsville, New York 14221for valuable consideration the receipt and sufficiency of which is hereby acknowledged explicitly permits The American Red Cross [hereinafter "ARC"] to use the Amherst Municipal Building ["premises"] on Tuesday July 19 2022 from 9:00 AM till 4:00 PM for a "Donate Blood Help Save Lives" event.

ARC shall indemnify, defend and hold the TOA, and all its agents and employees, officers, trustees, representatives, insurers, successors and assigns , harmless against any and all claims, actions, causes of actions, suits, proceedings, losses, damages, liabilities, costs, expenses, judgments and demands whatsoever, in law or in equity (including, but not limited to those arising out of or in connection with any bodily injury or death), arising from ARC's activities in or about these premises. ARC shall also indemnify, defend, and hold the Village harmless against any and all claims arising from any breach or default in the performance of any obligation under this Agreement as well as any other neglect, fault or omission of ARC or its employees, contractors, agents, and invitees, and from and against any costs, attorney's fees, expenses, damages and liabilities in connection with any such claim, and upon receiving within ten (10) days of the incident written notice from

Attachment: License Agreement Red Cross (RES-2022-701 : American Red Cross Request)

the TOA shall defend the TOA at the ARC's sole expense, by counsel selected by the TOA.

ARC, as a material part of the consideration to the TOA for granting this permit, hereby assumes all risk of damage to property or injury or to persons in or about the premises from any cause whatsoever.

ARC shall not commence occupancy of the premises until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town as follows:

(a) Workers' Compensation Insurance: Tenant 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: Tenant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) ARC shall furnish the above insurances, including sub Tenants' 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

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.

No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Tenant is hereby prohibited from assigning, transferring,

Attachment: License Agreement Red Cross (RES-2022-701 : American Red Cross Request)

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.

_____
Brian J. Kulpa
Town Supervisor
Town of Amherst

_____
By:
For ARC

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

On the _____ day of July 2022, before me personally appeared _____ to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed same.

_____
Notary Public

Attachment: License Agreement Red Cross (RES-2022-701 : American Red Cross Request)

MEMORANDUM OF INSURANCE	DATE 11-Jul-2022

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=168915280. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. A Old Republic Insurance Company
INSURED American National Red Cross 431 18th Street N.W. Washington District of Columbia 20006 United States	Co. B Factory Mutual Insurance Company Co. C Co. D Co. E Co. F

COVERAGES

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 MEMORANDUM 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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)
A	**GENERAL LIABILITY** Commercial General Liability Claims made	MWZZ313806-22	01-Jul-2022	01-Jul-2023	GENERAL AGGREGATE: USD 5,000,000 PRODUCTS - COMP/OP AGG: Included PERSONAL AND ADV INJURY: USD 5,000,000 EACH OCCURRENCE: USD 5,000,000 FIRE DAMAGE (ANY ONE FIRE): See Additional Information MED EXP (ANY ONE PERSON): USD 10,000
A A	**AUTOMOBILE LIABILITY** Any Auto	MWTB313807-22 MWZX313810-22	01-Jul-2022 01-Jul-2022	01-Jul-2023 01-Jul-2023	COMBINED SINGLE LIMIT: USD 5,000,000 BODILY INJURY (PER PERSON): BODILY INJURY (PER ACCIDENT): PROPERTY DAMAGE:
	EXCESS LIABILITY				EACH OCCURENCE: AGGREGATE:
A A A A	**WORKERS COMPENSATION / EMPLOYERS LIABILITY** THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	MWC313809-22 MWXS313805-22 MWFEX313804-22 MWXS316279-22	01-Jul-2022 01-Jul-2022 01-Jul-2022 01-Jul-2022	01-Jul-2023 01-Jul-2023 01-Jul-2023 01-Jul-2023	WORKERS COMP LIMITS: Statutory EL EACH ACCIDENT: USD 1,000,000 EL DISEASE - POLICY LIMIT: USD 1,000,000 EL DISEASE - EACH EMPLOYEE: USD 1,000,000
A	Auto Physical Damage	MWTB313807-22	01-Jul-2022	01-Jul-2023	Actual Cash Value Basis: Comp. Ded. USD 1,000 Coll. Ded. USD 1,000
B	Property	1099527	01-Jul-2022	01-Jul-2023	All risks of physical loss or damage, subject to policy exclusions. Deductibles are as scheduled on the policy.: USD 150,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

Attachment: Red Cross Blood Drive Memorandum of Insurance (MOI) 20220719 (RES-2022-701 : American Red Cross Request)

MEMORANDUM OF INSURANCE	DATE 11-Jul-2022

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=168915280. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	INSURED
Marsh USA Inc. ("Marsh")	American National Red Cross 431 18th Street N.W. Washington District of Columbia 20006 United States

ADDITIONAL INFORMATION

Workers Compensation Policy #MWC313809-22 -
Includes Employers Liability for monopolistic states of North Dakota, Washington, Wyoming, Puerto Rico, and U.S. Virgin Islands.
Specific Excess Workers Compensation Policy #MWXS313805-22 - American National Red Cross is self-insured for Workers Compensation in the following states:
Alabama, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia. The Excess Liability limits are subject to state approved Self-Insured Retentions.

Specific Excess Workers Compensation Policy #MWFEX313804-22 -
American National Red Cross is self-insured for Workers Compensation in the following state: Florida. The Excess Liability limit is subject to a state approved Self-Insured Retention.

Specific Excess Workers Compensation Policy #MWXS316279-22-
American National Red Cross is self-insured for Workers Compensation in the following state: California. The Excess Liability limit is subject to a state approved Self-Insured Retention.

As respects to Commercial General Liability Policy #MWZZ313806-22:
$100,000 SIR applies to the Commercial General Liability Policy

Damage To Premises Rented To You Limit - USD 5,000,000 Any One Premises. This limit replaces the Fire Damage limit on page 1.

Additional Insured - Designated Person or Organization
Who is an Insured (Section II) is amended to include as an insured all persons or organizations where required by contract or agreement, but only with respect to liability arising out of the insureds operations or premises owned by or rented to the insured.

As respects to Commercial Automobile Policy #MWTB313807-22:
Additional Insured - Where Required Under Contract or Agreement (U917 8/89) -
It is agreed that this insurance is extended to include the interest of others for whom the Named Insured has agreed under contract to provide auto liability insurance. However, the insurance so provided shall not exceed the scope of coverage and/or limits of the policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

Lessor - Additional Insured and Loss Payee (CA 2001 10/01) -
A. Coverage
1. Any "leased auto" on file with the carrier will be considered a covered "auto" you own and not a "covered" auto you hire or borrow. For a covered "auto" that is a "leased auto", Who Is An Insured is changed to include as an "insured" the lessor as per on file with the carrier.
2. The coverages provided under this endorsement apply to any "leased auto" on file with the carrier until the expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause
1. We will pay, as interest may appear, you and the lessor on file with the carrier for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

Attachment: Red Cross Blood Drive Memorandum of Insurance (MOI) 20220719 (RES-2022-701 : American Red Cross Request)

C. 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.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition
As used in this endorsement:
"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

Attachment: Red Cross Blood Drive Memorandum of Insurance (MOI) 20220719 (RES-2022-701 : American Red Cross Request)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26131 **RESOLUTION 2022-702** **ADOPTED**

Retention of Firm to Provide Legal Opinion on Travelers Denial of Insurance Coverage Relative to Sewer Failure on Campbell Boulevard - Gerber Ciano Kelly Brady LLP (CRS #3488)

SUSPENSION AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 11, 2022**

RE: **Retention of Firm To Provide Legal Opinion On Travelers Denial Of Insurance Coverage Relative to Sewer Failure on Campbell Boulevard - Gerber Ciano Kelly Brady LLP (CRS #3488)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Retainer Agreement (CRS #3488) with Gerber Ciano Kelly Brady LLP relative to their review of the insurance matter above and providing a legal opinion to the Town Attorney on how to proceed with Traveler's denial of the Town's claim.

Thank you.

SJS:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Agenda Item - July 11, 2022**)

7/11/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously 5-0.

FINANCIAL IMPACT:

$250.00/hour or $1,500.00, whichever is less, billed to A1420.4090

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

John Ewell, Esq.
Partner

Direct Dial /Text
716.402.5821

Fax
716.402.5848

Email:
jewell@GerberCiano.com

GERBER CIANO KELLY BRADY LLP

US Mail:
228 Park Avenue South,
Suite 97572
New York, NY 10003-1502

Visit Us/FedEx/UPS:
599 Delaware Ave., Suite 100
Buffalo, NY 14202

June 13, 2022

Via Email
Stanley J. Sliwa, Esq.
Town Attorney
Town of Amherst
5583 Main Street
Williamsville, New York 14221
ssliwa@amherst.ny.us

RE: **Retainer Agreement**
Matter: Town of Amherst Advice re Travelers Denial

Dear Stan:

We are pleased to confirm our representation of you with respect to the above-referenced matter, and thank you for referring this matter to our firm.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. Accordingly, we write to clarify and confirm these terms and conditions.

We will, at all times, act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of our legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity. It is our further policy that our representation is limited to performance of the services described in this engagement letter and does not include representation of you in any other matter.

After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We always strive to keep our clients updated on matters on which we have been retained. However, unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, we have no continuing obligation to advise you with respect to future legal developments.

Attachment: GerberCianoRetainerLetterTravelers (RES-2022-702 : Retainer Agreement)

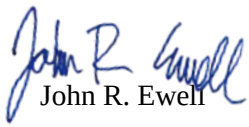
This matter will be billed at a blended rate of $250.00 per hour for partners and associates, or $1,500.00—whichever is less. This entails a review with verbal and simple email report on whether Travelers denial is correct or incorrect.

Should we need to draft analysis in greater detail and pushback on Travelers denial, additional charges would apply (we previously provided estimate of $4k to $7k). We will do so only at your express request.

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions.

Very truly yours,



John R. Ewell

I HAVE READ THIS AGREEMENT, RECEIVED A COPY, AND AGREE TO THE TERMS AND CONDITIONS INCLUDING THE SCOPE OF REPRESENTATION AND THE FEES AND COSTS TO BE PAID. THERE ARE NO OTHER AGREEMENTS, ORAL OR OTHERWISE, BETWEEN CLIENT AND **GERBER CIANO KELLY BRADY LLP**.

Dated this ___ day of ____, 2022.

Town of Amherst
c/o Stanley J. Sliwa, Esq.
Town Attorney

_____
By: Stanley J. Sliwa, Esq.

Dated this ___ day of ____, 2022.

Town of Amherst
Brian J. Kulpa, Supervisor

_____
By: Stanley J. Sliwa, Esq.

Attachment: GerberCianoRetainerLetterTravelers (RES-2022-702 : Retainer Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26132 **RESOLUTION 2022-703** **ADOPTED**

LG 70 Doe V. Town of Amherst, Et Al. Conflict Waiver – Webster Szanyi LLP

SUSPENSION AGENDA ITEM : JULY 11TH, 2022

TO: **Town Board**

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

DATE: **July 11, 2022**

RE: **LG 70 Doe v. Town of Amherst, et al.**
Conflict Waiver - Webster Szanyi LLP

Kindly adopt a resolution authorizing the Supervisor to execute the attached Conflict Waiver with Webster Szanyi LLP relative to Webster Szanyi LLP's representation of the Town in the above lawsuit, the details of which are more fully detailed in the attached Conflict Waiver.

Thank you.

SJS:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Agenda Item - July 11, 2022**)

7/11/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

WEBSTER SZANYI LLP

Shannon B. O'Neill
Senior Associate

July 6, 2022

Via Email Only ssliwa@amherst.ny.us
Town of Amherst Board Members
c/o Stanley J. Sliwa, Esq., Town Attorney
Town of Amherst
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

Re: LG 70 Doe v. Town of Amherst, et al.

Dear Town of Amherst Board Members:

I am writing to request a conflict waiver relating to the matter of *LG 70 Doe v. Town of Amherst, et al.* (the "Lawsuit") wherein the law firm of Webster Szanyi LLP currently represents the Town of Amherst ("Town").

Recently, Charlie Roberts, a partner here at Webster Szanyi LLP, will be leaving the firm to accept a position with Lipsitz Green Scime Cambria LLP ("Lipsitz Green"), which is representing LG 70 Doe in the Lawsuit. Mr. Roberts' move will or could create a potential or actual conflict of interest in Lipsitz Green's continued representation of LG 70 Doe. However, Mr. Roberts and Lipsitz Green have agreed that he shall not perform any work on the Lawsuit, will not discuss the Lawsuit with any attorneys at Lipsitz Green, and will in all respects be walled off from the Lawsuit. Both Lipsitz Green and Mr. Roberts have agreed to abide by all ethical and legal rules, including, without limitation, the duty to preserve client confidences or confidential information.

Mr. Roberts has requested that you agree to knowingly and voluntarily waive any conflict under the foregoing conditions in order to allow him to transition to Lipsitz Green. In waiving any conflict, you agree to permit Lipsitz Green to continue representing LG 70 Doe in the Lawsuit and agree not to use Mr. Roberts' new employment with Lipsitz Green as a basis to seek to disqualify Lipsitz Green in the Lawsuit.

424 Main Street, Suite 1400 • Buffalo, New York 14202
Tel: (716) 842-2800 • Fax: (716) 845-6709
soneill@websterszanyi.com

Attachment: Town Board Waiver 7-6-22 Webster Szanyi (RES-2022-703 : LG 70 Doe V. Town of Amherst, Et Al.)

If this is acceptable, please sign below indicating that you agree to knowingly and voluntarily waive any such conflict.

Very truly yours,
WEBSTER SZANYI LLP

Shannon B. O'Neill

SBO:lmd

Acknowledged and Agreed
this ____ day of July, 2022

_____
Representative of the Town of Amherst Board

Attachment: Town Board Waiver 7-6-22 Webster Szanyi (RES-2022-703 : LG 70 Doe V. Town of Amherst, Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26139 **RESOLUTION 2022-704** **ADOPTED**

Authorizing Travel Requests

Suspension to Town Board Agenda Item July 11, 2022

TO: **Amherst Town Board**

FROM: **Jacqualine Berger, Town Deputy Supervisor**

DATE: **July 11, 2022**

RE: **Authorizing Travel Requests**

Kindly approve travel for Dan Rizzo of Facilities Department, and Angela Rossi and Emily Melski of the Economic Development Department to attend meetings in New York City July 20, 2022 thru July 22, 2022, at a total estimated cost not to exceed $1,600.00 each. Funds are available in the Economic Development 2022 Budget A 1230-4040.

Thank you.

7/11/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

A 1230-4040, cost not to exceed $1,600.00 each

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 12/22/2021

NAME	Employee #	Department	Phone Number
Dan Rizzo	9327	Facilities	716-200-6851

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
07/20/22	07/22/22	NYC	meetings with Central Park Conservancy & Empire State Development

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$666	A1230 4040	
Lodging:			
2 # nights @ $270	$540	A1230 4040	
Meals:			
IRS Per Diem Per Day: $69.00			
1st & Last Day of Travel @ 75%	$103		
2 # Breakfasts @ $ 16.00	$32.00		
2 # Lunches @ $ 17.00	$34.00		
2 # Dinners @ $ 31.00	$62.00		
2 # Incidentals @ $ 5.00	$10.00		
Registration/Conference Fee			N/A
Other			N/A
Subtotal	$1,381		
Contingency - 10% of subtotal or $200	$138		
TOTAL	$1519		

Request Approved By:

Department Head Signature

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

E:\Travel Expense Reimbursement Form 12.21.21.xlsx

Attachment: SUSPENSION Eco Dev attach travel request 20220711 (RES-2022-704 : Authorizing Travel Requests)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 12/22/2021

NAME	Employee #	Department	Phone Number
Emily Melski	9345	Economic Development	716-631-7067

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
07/20/22	07/22/22	NYC	Meetings with Central Park Conservancy & Empire State Development

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$600		
Lodging:			
2 # nights @ $ 270	$540	A 1230404D	
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
2 # Breakfasts @ $ 16.00	$32.00		
2 # Lunches @ $ 17.00	$34.00		
2 # Dinners @ $ 31.00	$62.00		
2 # Incidentals @ $ 5.00	$10.00		
Registration/Conference Fee			N/A
Other			N/A
Subtotal	$1381		
Contingency - 10% of subtotal or $200	$138		
TOTAL	$1519		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

E:\Travel Expense Reimbursement Form 12.21.21.xlsx

Attachment: SUSPENSION Eco Dev attach travel request 20220711 (RES-2022-704 : Authorizing Travel Requests)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 12/22/2021

NAME	Employee #	Department	Phone Number
Angela Rossi	9447	Eco Dev	716-631-7035

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
07/20/22	07/22/22	NYC	meetings with Central Park Conservancy & Empire State Development

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$600		
Lodging:			
2 # nights @ $ 270	$540	A 1230 4040	
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
2 # Breakfasts @ $ 16.00	$32.00		
2 # Lunches @ $ 17.00	$34.00		
2 # Dinners @ $ 31.00	$62.00		
2 # Incidentals @ $ 5.00	$10.00		
Registration/Conference Fee			
Other			
Subtotal	$1381		N/A
Contingency - 10% of subtotal or $200	$138		N/A
TOTAL	$1519		

Request Approved By:

_____

Department Head Signature

_____

Date

Town Board :

_____

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

_____

Employee Signature — Date

_____

Print Employee Name

Reimbursement Approved By:

_____

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

E:\Travel Expense Reimbursement Form 12.21.21.xlsx

Attachment: SUSPENSION Eco Dev attach travel request 20220711 (RES-2022-704 : Authorizing Travel Requests)

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

Francina J. Spoth
Town Clerk

Meeting: 07/11/22 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26140 **RESOLUTION 2022-705** **ADOPTED**

Amusement License Giancarlo's Sicilian Steakhouse & Pizzeria

Suspension to Town Board Agenda Item July 11, 2022

TO: **Amherst Town Board**

FROM: **Jacqualine Berger, Town Deputy Supervisor**

DATE: **July 11, 2022**

RE: **Amusement License Giancarlo's Sicilian Steakhouse & Pizzeria**

Request by Giancarlo's Sicilian Steakhouse & Pizzeria, 5110 Main Street, Williamsville, for a First Class Amusement License for Thursday, July 21, 2022 from 5:00PM-11:00PM.

The recommended fee is $25.00. The license is contingent upon the Amusement License routing process.

7/11/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Income to the Town.

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

Town of Amherst
Amusement License Application

All amusement license applications must be submitted at least three (3) weeks prior to event

Resident / Organization: Giancarlo's Sicilian Steakhouse + Pizze

Event Address: 5110 Main St - 14221

Describe Event: 30 x 90 TENT - Cocktail Party

List All Dates: Thursday July 21, 2022
Day / Month / Year & Day of Week

Time (Starting & Ending): 6:00 PM - 11:00 PM

Please supply a site plan with designated area for the event with your application

Name of Organizer: Giancarlo's Sicilian Steakhouse + Pizzeria

Address: 5110 Main St | 14221

Phone Number: 716. 650. 5526

Email: gabriella@giancarlossteakhouse.com

Signature of Organizer: [signature]

Date of Application: 7/11/2022

For Office Use Only:

____ Submitted to Police & Building Dept

____ Fee determined by Town Board

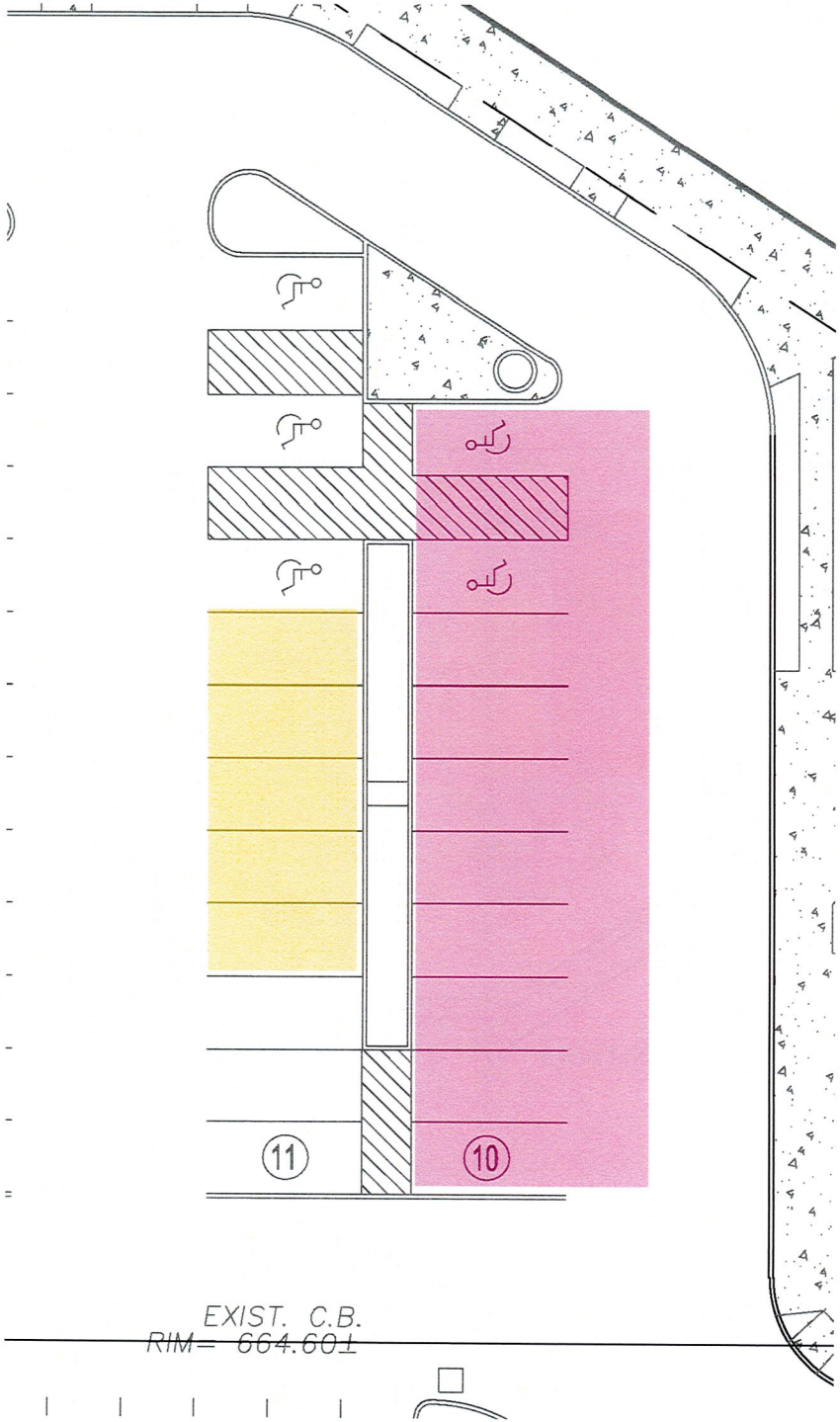
____ Business or Resident Notified

____ Payment received

____ License issued and mailed out

Attachment: SUSPENSION Amuse. Lic Giancarlo 20220711 (RES-2022-705 : Amusement License Giancarlo's Sicilian Steakhouse & Pizzeria)

Attachment: SUSPENSION Amuse. Llc Giancarlo 20220711 (RES-2022-705 : Amusement License Giancarlo's Sicilian Steakhouse & Pizzeria)



Thursday July 21, 2022
Giancarlo's / Walker Center BMW Event

Fire Lane: The fire lane will be kept clear of tables, chairs, and the tent during the event.

Power Source: The tent lighting will use a 120V extension cord with a ramp to prevent tripping.

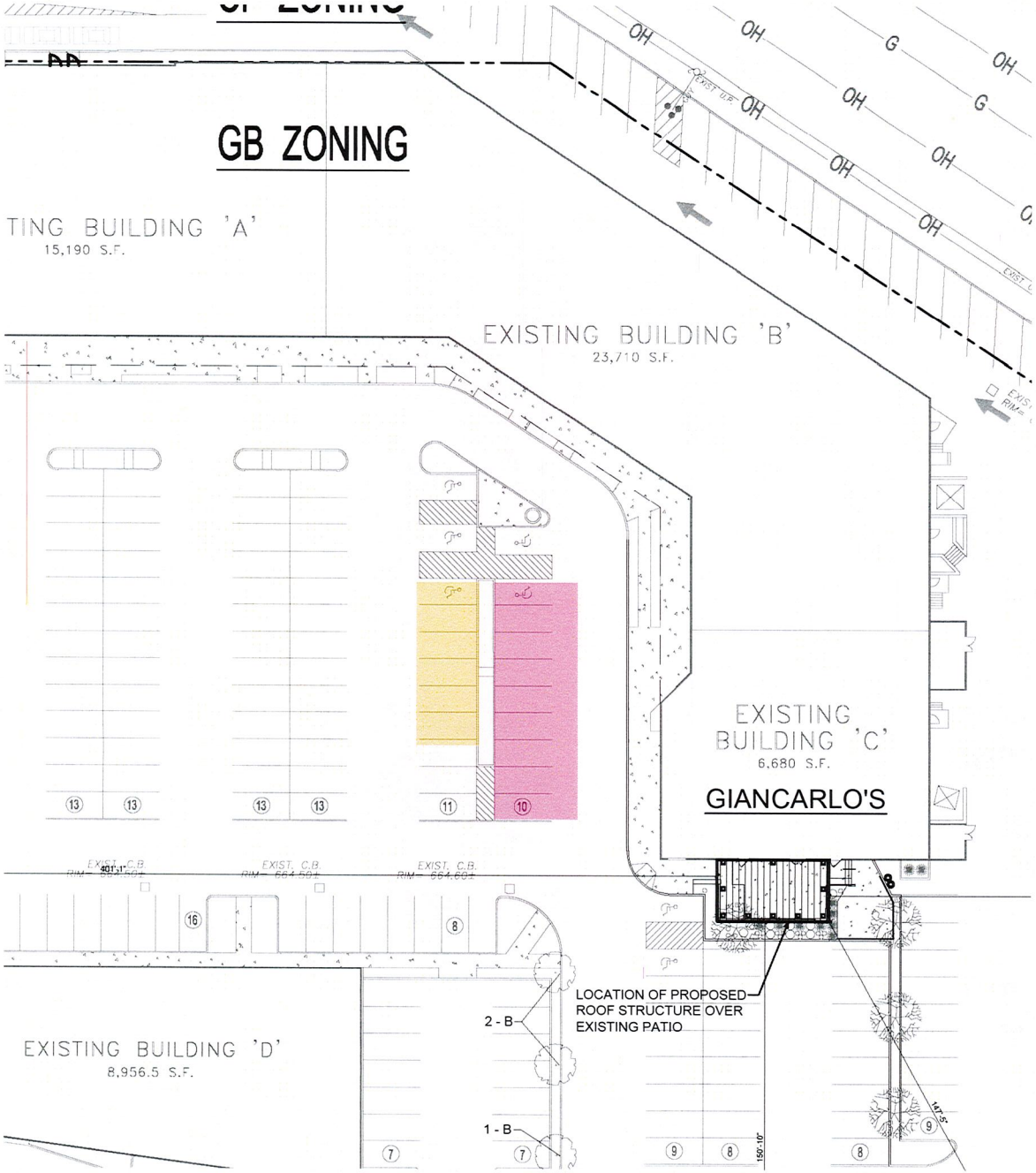
Guests: 300 Guests [not all at once - guests will be in and out throughout the night + they will be inside of Giancarlo's as well]

Key:

30' x 90' Tent

Additional Handicap Parking

Attachment: SUSPENSION Amuse. Llc Giancarlo 20220711 (RES-2022-705 : Amusement License Giancarlo's Sicilian Steakhouse & Pizzeria)



Thursday July 21, 2022
Giancarlo's / Walker Center BMW Event

Fire Lane: The fire lane will be kept clear of tables, chairs, and the tent during the event.

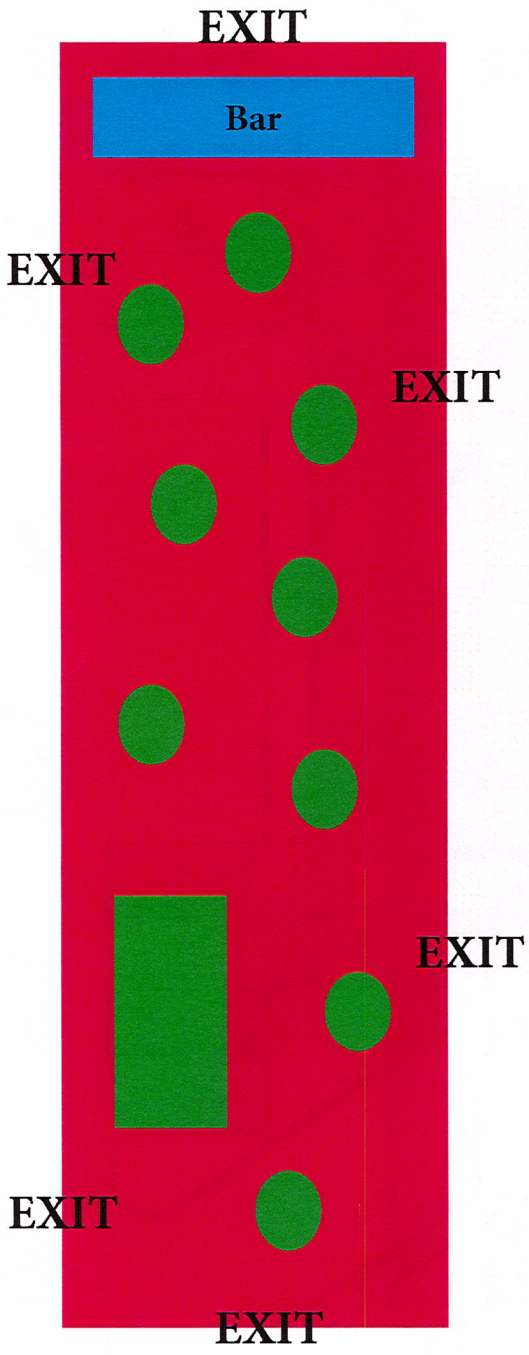
Power Source: The tent lighting will use a 120V extension cord with a ramp to prevent tripping.

Guests: 300 Guests [not all at once - guests will be in and out throughout the night + they will be inside of Giancarlo's as well]

Key:

30' x 90' Tent

Additional Handicap Parking



Thursday July 21, 2022
Giancarlo's / Walker Center BMW Event

Fire Lane: The fire lane will be kept clear of tables, chairs, and the tent during the event.

Power Source: The tent lighting will use a 120V extension cord with a ramp to prevent tripping.

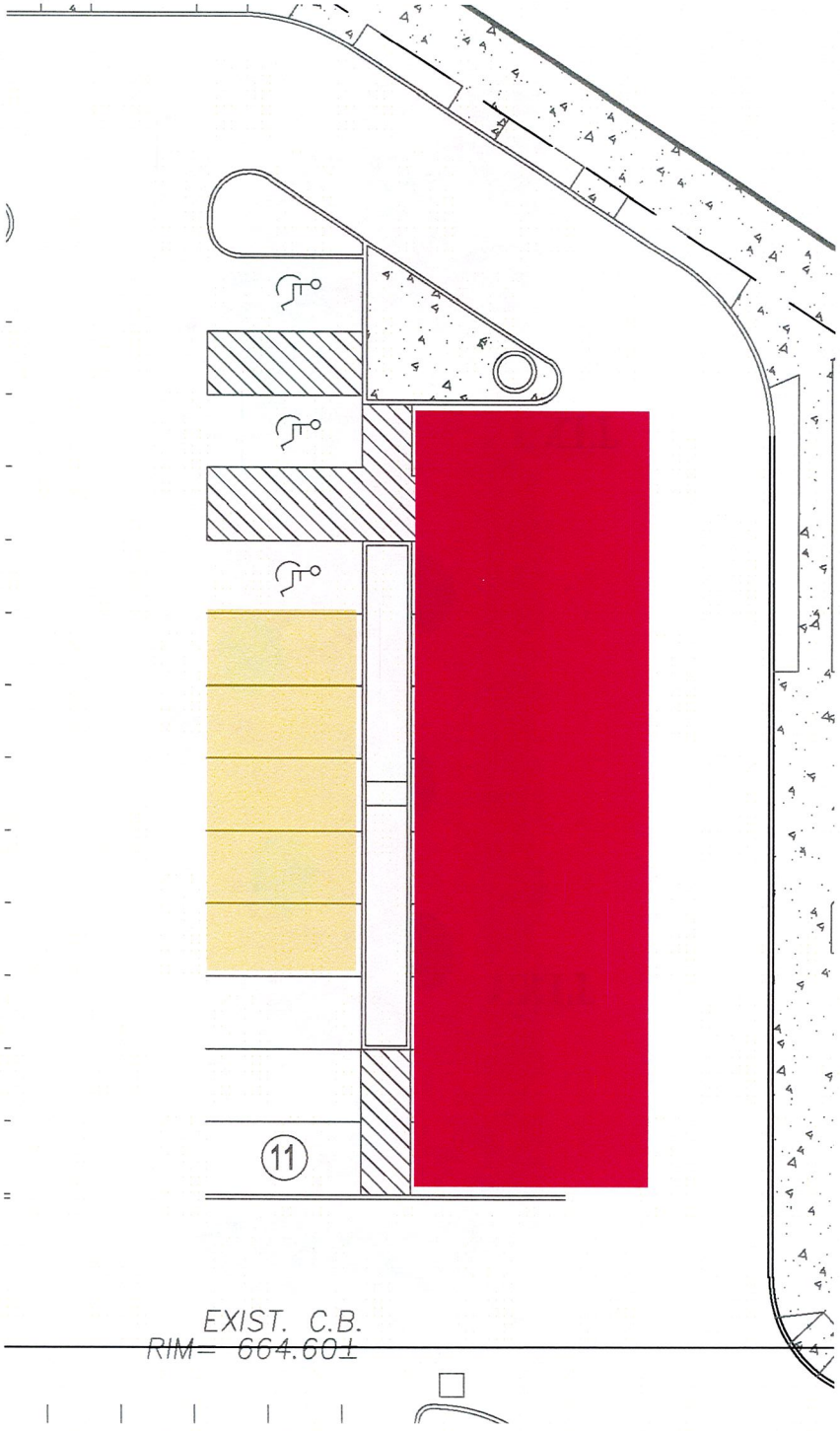
Guests: 300 Guests [not all at once - guests will be in and out throughout the night + they will be inside of Giancarlo's as well]

Bathrooms: Located inside of Giancarlo's

Key:

- 30' x 90' Tent
- Additional Handicap Parking
- Cocktail Tables
- Lounge Chair Seating
- Bar

Attachment: SUSPENSION Amuse. Lic Giancarlo 20220711 (RES-2022-705 : Amusement License Giancarlo's Sicilian Steakhouse & Pizzeria)



Thursday July 21, 2022
Giancarlo's / Walker Center BMW Event

Fire Lane: The fire lane will be kept clear of tables, chairs, and the tent during the event.

Power Source: The tent lighting will use a 120V extension cord with a ramp to prevent tripping.

Guests: 300 Guests [not all at once - guests will be in and out throughout the night + they will be inside of Giancarlo's as well]

Key:

30' x 90' Tent

Additional Handicap Parking