



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, August 8, 2022

3:00 PM

Amherst Municipal Building

I. IN MEMORY

II. INVOCATION

Supervisor Kulpa

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on August 8, 2022 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Jacqueline 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	
Stanley J. Sliwa	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Samuel A Alba	Town of Amherst	- PTSr. Deputy Town Attorney	Present	
Mark S. Berke	Town of Amherst	Building Commissioner	Present	
Mary Diana Pouli	Town of Amherst	Exec. Dir. of Youth & Recreation Departments	Present	
Brian Armstrong	Town of Amherst	Principal Engineer Assistant	Present	
Paul Anderson	Town of Amherst	Deputy Highway Superintendent	Present	
Jessica O'Neil	Town of	Economic Development	Present	

	Amherst			
Melissa Abel	Town of Amherst	Deputy Director of Senior Services	Present	
Scott Chamberlin	Town of Amherst	Chief of Police	Present	

V. MINUTES APPROVAL

1. Monday, July 25, 2022

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

2. Friday, July 29, 2022

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Proclamation was presented to Amherst Police Department by Councilmember Szukala.

Proclamation was presented to the Refuse Division for 30th Anniversary by Supervisor Kulpa.

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 (6)**
- 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**
- 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

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 3:14 PM.

The following speakers addressed the Town Board:
Harvey Brice, 81 Plumwood Ct. - Peanut line
Cheryl Meyer, Williwbrook Dr. - Ellicott Creek

There were no additional 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 3:26 PM.

XI. CONSENT AGENDA

There was no Consent Agenda for this meeting.

XII. COUNCILMEMBER RESOLUTIONS

A. *SUPERVISOR KULPA:*

B. *DEPUTY SUPERVISOR BERGER:*

C. *COUNCILMEMBER BUCKI:*

1. **Resolution 2022-766**

Term Limits for Boards, Committees, and Commissions

WHEREAS, pursuant to Chapter 55 of the Amherst Town Code, the Amherst Town Board has enacted term limits for members of the Town Board; and

WHEREAS the Amherst Town Board has previously adopted a term limit policy for all Town of Amherst boards, committees, agencies, commissions, councils, task forces, etc., with the most recent enactment contained in Resolution 2009-232 adopted March 2, 2009, a resolution which is no longer controlling and needs to be updated; and

WHEREAS, that policy is not only confusing and needs clarification, but has lapsed pursuant to the "Term Limits Doctrine".

NOW, IT IS HEREBY RESOLVED that Amherst Town Board hereby declares and clarifies the policy relative to term limits for all Town boards, committees, agencies, commissions, councils and task forces, etc., that are established by Town Board Resolution as follows:

Those with seven (7) year terms	± <u>2</u> terms
Those with five (5) year terms	2 terms
Those with four (4) year terms	2 terms
Those with three (3) year terms	3 terms
Those with two (2) year terms	4 terms
Those with one (1) year terms	8 terms

BE IT FURTHER RESOLVED, that any individual appointed who completes less than one-half of an unexpected term of office shall be permitted to be re-appointed to a full term upon completion of the partial term of office; and

BE IT FURTHER RESOLVED that any individual appointed to complete one-half or greater of an unexpired term of office shall have that term count as a full term of office; and

BE IT FURTHER RESOLVED that in setting these term limits, ~~if no qualified candidate has emerged~~ to fill the vacancy created by the term limited person, the Town Board reserves the right to itself to have the ability to re-appoint persons who are term limited to Town committee(s), board(s), agency(ies), commission(s), council(s), and/or task force(s), etc., if there are four (4) members of the Town Board that determine that the best interests of the Town are served by permitting a term limited member to continue serving on board(s), committee(s), agency(ies), commission(s), council(s), and/or task force(s), etc.

8/08/2022

A motion to approve was made by Councilmember Bucki and seconded by Deputy Supervisor Berger. A motion was then made by Councilmember Bucki to amend, seconded

by Deputy Supervisor Berger and unanimously approved 5-0. Amendment is indicated in resolution.

A motion to approve as amended was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-767

Buffalo Niagara Heritage Village Capital Improvements (Bond Resolution - \$500,000)

AGENDA ITEM : AUGUST 8TH, 2022

TO: Town Board

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

DATE: August 2, 2022

**RE: Buffalo Niagara Heritage Village Capital Improvements
2022-2027 C.I.P. - Project B-8 - "Museum Improvements"
Bond Resolution - \$500,000.00**

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

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

(2) Adopt the attached bond resolution authorizing the issuance of \$500,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - August 8, 2022**)
Daryl Bramer, Comptroller (w/attachment)
Lynda Juul, Director of Finance (w/attachment)
Dan Howard, Director of Planning (w/attachment)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

2. Resolution 2022-768

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

AGENDA ITEM : AUGUST 8TH, 2022

TO: Town Board

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

DATE: August 3, 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; and (3) applying for and obtaining a building permit once all conditions of site plan approval have been satisfied.

The Town Attorney's Office has already reviewed the agreement and finds it acceptable for placement on the Town Board agenda for approval and signature by the Supervisor.

Thank you.

SJS:nmb

c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - August 8, 2022**)

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

3. Resolution 2022-769

Engagement Letter - Gerber Ciano Kelly Brady LLP (CRS #3533)

AGENDA ITEM : AUGUST 8TH, 2022

TO: Town Board

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

DATE: August 2, 2022

RE: Engagement Letter - Gerber Ciano Kelly Brady LLP (CRS# 3533)

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter with Gerber Ciano Kelly Brady LLP specific to legal services rendered relative to the appeal of the matter entitled **Grasha v. Town of Amherst** pending successful completion of the CRS.

Thank you.

SJS:NMS:hs

Attachment

c: Tim Koller, Deputy Town Clerk (w/attachment, **Agenda Item - August 8, 2022**)

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

4. Resolution 2022-770**Approval to Utilize Trust Account (Distressed Properties) for Lexis Nexis for Building Department****AGENDA ITEM : AUGUST 8TH, 2022**

TO: Town Board

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

DATE: August 2, 2022

RE: Permission To Charge Trust Account (T4019.4002) For Lexis Nexis Subscription For Town of Amherst Building Department

Kindly adopt a resolution authorizing the above subscription in the amount of \$4,400.00 (\$365/month for 12 months) to be charged to the Trust Account (T4019.4002) for distressed properties.

Thank you.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - August 8, 2022**)
Mark Berke, PE, Building Commissioner
Daryl C. Bramer, Comptroller

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

B. TOWN CLERK:

1. Resolution 2022-771

New Firefighter for Getzville Fire Company

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

Payton Connors
245 Sunshine Dr
Amherst, NY 14228

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

2. Resolution 2022-772

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and resides within the East Amherst Fire District.

Evan Kumpf
126 Bassett Road
Williamsville, NY 14221

8/08/2022

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

C. **ASSESSOR:**

D. **BUILDING/BUILDING MAINTENANCE:**

E. **CENTRAL ALARM:**

F. **COMPTROLLER:**

1. **Resolution 2022-773**

Budget Transfers and Amendments

For August 8, 2022 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 8/3/2022
 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:

KP2135.4979 Contingency \$37,870.00 KP2135.4972 Construction \$37,870.00
To transfer funds from capital project KP2135 Lou Gehrig Baseball (NACC Baseball Diamond) Fields contingency into construction for Electric Service Upgrades by National Grid.

A1990.4000 Contingency \$3,300.00 A1420.2100 Furniture, Desks, Chairs \$3,300.00
To transfers funds from contingency to Town Attorney for office dividers / workstations.

N2129.4000 CDBG Weatherization \$663.45 N2121.4000 CDBG Housing Rehab \$663.45
Requested per department.

KP2222.4979 Contingency \$124.00 KP2222.4971 Design \$124.00
To transfer funds in KP2222 GPS & Drone Equipment from contingency to design expense.

BUDGET AMENDMENTS - 2022

INCREASE:

INCREASE:

N2123.02785 CDBG & VG PI \$50.00 N2123.4000 Contractual \$50.00
To recognize Community Development program income from 299 Harding, Amherst

N2144.02785 New Construction - PI \$27,473.40 N2144.4000 Contractual \$27,473.40
 N2149.02785 HOME Admin- PI \$3,052.60 N2149.4003 Admin \$3,052.60

To recognize Community Development program income from 120 Brentwood, Cheektowaga.

N2144.02785 New Construction - PI \$14,346.90

N2144.4000 Contractual \$14,346.90

N2149.02785 HOME Admin- PI \$1,594.10

N2149.4003 Admin \$1,594.10

To recognize Community Development program income from 4315 Union, Cheektowaga.

N2256.03089 State Aid- Grants \$73,404.00

N2256.4000 Contractual \$66,064.00

N2256.1000 Personal Services \$6,818.39

N2256.8030 FICA \$521.61

To recognize State Aid from NYS Commissioner of Taxation & Finance for State ACH Grant #1S07.

A3310.02680 Traffic Control - Ins. Reimb. \$36,545.18

A3310.4430 Rnge, Photo, Pipe \$36,545.18

To recognize the reimbursement from National Grid and increase expenditures for approved settlement on RES 2022-721.

8/08/2022

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

G. CONTRACT COMPLIANCE:

H. COURT:

1. Resolution 2022-774

Sprinkler Inspection (CRS #3534) Davis-Ulmer

Kindly adopt a resolution authorizing the Town Supervisor to adopt and execute the attached agreement with regards to the above matter. Approval is contingent upon successful completion of the Contract Routing System. Thank you.

8/08/2022

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, Shawn Lavin
SECONDER:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

I. ECONOMIC DEVELOPMENT:**J. EMERGENCY SERVICES:****K. ENGINEERING:****1. Resolution 2022-775****Basic Operations of Wastewater Treatment Plants Course**

The Engineering Department is requesting approval to send two (2) employees to attend the Basic Operations of Wastewater Treatment Plants course at the Environmental Training Center in Morrisville, NY in March 2023.

The total cost for the employees is \$7,730.38 which includes registration, materials and accommodations.

Funding for this request is available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

2. Resolution 2022-776**Corrosion Products & Equipment, Inc. Change Order No. 1 WWTP Building #7 Vertical Turbine Pump #2 Rebuild - General Contract CRS No. 3537**

We are requesting the Town Board approve the above referenced change order no. 1, which calls for a net \$5,571.87 increase to the original not-to-exceed contract amount as well as a 32-day contract time extension for the contractor to have the VTP#2 back in service. As per the attached proposal, this change order will cover the costs associated with the Contractor locally rebuilding the VTP#2 150 hp motor. The costs include transporting, disassembling, testing, inspecting, cleaning, and treating reused components. The motor will ultimately be reassembled with final testing and vibration analysis performed. The motor will be painted and a final inspection performed. The work is to be accomplished in

the additional 32 day time extension. The contract is being extended from 8/8/22 to 9/9/22 to have the pump back in service.

The issues with the motor anti-ratchet mechanism and bearings were discovered at disassembly, where the motor was making a loud thumping noise at low rpms.

May we have your approval to award to Corrosion Products and Equipment, Inc. the above referenced Change Order? Funding is available from account KP 2030-4972. This request is pending the successful completion of the contract review process. Thank you for considering this request.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

3. Resolution 2022-777**Loug Gehrig Field Improvements - Electric Service Upgrades CRS No. 3526**

We are hereby requesting authorization to upgrade electrical service at the above location per the attached National Grid proposal of \$37,869.52. These electrical upgrades are required for the Lou Gehrig Field Improvements at 550 Smith Road.

The funds for this project are available from Bond Account No. KP-2135-4972. May we have your approval to award National Grid, the above referenced contract? This request is pending successful completion of the contract review process.

Thank you for considering this request.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

L. FINANCE:**M. HIGHWAY****1. Resolution 2022-778****Payment Authorization for Sole Source Vendor**

We are requesting your approval to authorize the Town Comptroller to pay the attached invoice/purchase order (PO # 22220212 for \$12,840.28) associated with this sole source vendor, Peirce-Eagle Equipment Co.

We are required to purchase from Peirce Equipment as they represent a sole source for Highway to purchase specific parts that are specific to the VAC-CON trucks. No other vendor manufactures or supplies these materials/parts in the states of New Jersey and New York.

Please approve the above request and authorize the payment of PO number 22220212 in the amount of \$12,840.28 as sole source purchases. Funding is available with the 2022 budget. Thank you!

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

N. HUMAN RESOURCES:**1. Resolution 2022-779****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 August 9, 2022 at an hourly rate of \$22.046 for Jason Bialkowski (still pending).

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

8/08/2022

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

O. INFORMATION TECHNOLOGY:**P. PLANNING:****1. Resolution 2022-780****Travel Request to the 2022 NY Upstate APA Conference**

Please approve a travel request to the 2022 NY Upstate APA Conference from October 12 to October 14, 2022 for Kimberly Amplement, Planner. Costs will not exceed \$400.

Conference training provides core functional areas of governmental planning.

8/08/2022

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

Q. POLICE:**1. Resolution 2022-781****AMENDMENT OF RESOLUTION #: 2022-748 2022 Edward Byrne
Memorial Justice Assistance Grant "JAG" (CRS #3500)****TOWN BOARD AGENDA ITEM: AUGUST 8, 2022**

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: AMENDMENT OF RESOLUTION #: 2022-748
2022 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS #3500)**

Kindly adopt amending the above Town Board Resolution to read as follows:

WHEREAS, the Bureau of Justice Assistance has combined funding available through the Edward Byrne program and is offering grant money to the City of Buffalo and the Towns of Amherst and Cheektowaga; and

WHEREAS, The Town of Amherst will receive approximately \$13,252.00 to utilize for a number of purposes including but not limited to additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice; and

WHEREAS, the Town of Amherst will need to contribute \$2,114.80 of local funds to complete this project; and

WHEREAS, the City of Buffalo will serve as the lead agency for the purpose of securing and administering these grant funds;

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is hereby authorized and directed to execute all documents pertaining to the application and acquisition of said funding including a Memorandum of Understanding with the other municipal partners in this collaborative effort.

BE IT FURTHER RESOLVED, that a budget transfer in the amount of \$2,114.80 is approved from A3120 .2130 into A3120 .4099 to fund the Town Grant Match. Also, a budget amendment increase be approved for the 2022 Edward Byrne Memorial Justice Assistance.

Grant Budget: A3131-02800	Town Match Grant	\$2,114.80
A3131-04389	Federal Grant Revenue	\$13,252.00
A3131-2130	Computer Equipment	\$15,366.80

Pending CRS approval.

SPC: msl

C: Tim Koller, Deputy Town Clerk (**Agenda Item: August 8, 2022**)

8/08/2022

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds "**pending CRS approval**".

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

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

R. SENIOR SERVICES:

1. Resolution 2022-782

Presenter/Performer Commitment Form CRS #3483

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment Form between the Town of Amherst (Department of Senior Services) and the musical group the "Nitetones".

8/08/2022

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 2022-783

Balloon Entertainment Independent Contractor- Bruce Ruark

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment form between the Town of Amherst (Department of Senior Services) and Bruce Ruark/Mr. No the Balloon Guy pending successful completion of the routing process.

8/08/2022

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

S. YOUTH AND RECREATION:

1. Resolution 2022-784

Pre-Payment Authorization for CRS #3398

Authorize the following payment schedule for a previously approved contract (CRS #3398) with 360PSG for website development services under the Drug Free Communities Grant: 50% deposit on Project Initiation and 25% billed at 30 days and 25% billed at 60 days.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

2. Resolution 2022-785

Amendment - Child Day Care Services CRS #3495

Authorize the Supervisor to sign an amendment to CRS #2817 (Child Day Care Services Agreement) between the Town of Amherst (Youth & Recreation Department) and the Erie County Department of Social Services in order to raise the reimbursement rate retroactively for the 2021-2022 school year.

8/08/2022

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 2022-786

Polling Location Lease Agreement (HRCC) - CRS #3530

Authorize the Supervisor to sign an agreement between the Town of Amherst and the Erie County Board of Elections for use of the Harlem Road Community Center as a polling place in 2022.

8/08/2022

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

4. Resolution 2022-787

Polling Location Lease Agreement (Clearfield) - CRS #3531

Authorize the Supervisor to sign an agreement between the Town of Amherst and the Erie County Board of Elections for use of the Clearfield Community Center as a polling place in 2022.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

5. Resolution 2022-788**Purchase Approval (Energysys)**

Authorize the purchase of replacement ice resurfacer batteries from Energysys under Sole Source Resolution 2022-605 (6/6/22) as part of an approved and bonded 2022 CIP Project, YR-1.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

6. Resolution 2022-789**User Agreement (Rotary) - CRS #3497**

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Rotary Club of Williamsville for use of a parking lot at the Northtown Center at Amherst for a charity car show on August 14, 2022, pending successful completion of the contract routing process.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

7. Resolution 2022-790**Market Performer (Croft) - CRS #3485**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Ed Croft for a Bassett Park Farmers' Market Concert on September 18, 2022.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

8. Resolution 2022-791**Market Vendor (Cookies by AC) - CRS #3486**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Cookies by AC for participation in the Farmers' Markets at Bassett Park for 2022.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

9. Resolution 2022-792**Market Vendor (Three Sisters Farm) - CRS #3502**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Three Sisters Farm LLC for participation in the Farmers' Markets at Bassett Park for 2022.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

10. Resolution 2022-793**Summer Concert CRS #3503 Lew Custode**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth and Recreation Department) and Lew Custode for a concert by the Bar-Room Buzzards at Bassett Park on August 10, 2022.

8/08/2022

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

11. Resolution 2022-794**Sheltering Agreement - Casey CRS #3504**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth and Recreation Department) and the Williamsville Central School District for emergency use of the North Amherst Recreation Center.

8/08/2022

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

12. Resolution 2022-795**Sheltering Agreement - Mill CRS #3523**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth and Recreation Department) and the Williamsville Central School District for emergency use of the Williamsville Youth & Family Center.

8/08/2022

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

13. Resolution 2022-796**Sheltering Agreement - Transit CRS #3512**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for emergency use of the Clearfield Community Center.

8/08/2022

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

14. Resolution 2022-797**Artist Agreement (Darrow) - CRS #3511**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Betty Darrow for participation in Arts at the Market.

8/08/2022

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

15. Resolution 2022-798**Artist Agreement (Dombrowski) - CRS #3524**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Torie Dombrowski for participation in Arts at the Market.

8/08/2022

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

16. Resolution 2022-799**Food Truck Operator (Sweet Lisa) - CRS #3529**

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Sweet Lisa Ltd. for Food Truck Rodeo participation.

8/08/2022

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**XV. COMMUNICATIONS****1. Communication 2022-88****Congregation Brith Hadoshah Fee Waiver Request**

Letter from Rabbi Frank Lowinger requesting a waiver of a Fire Prevention fee for their picnic on August 14, 2022.

8/08/2022

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 2022-89**Notice of Claim: HoganWillig, PLLC Vs. Town of Amherst Et Al****8/08/2022**

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

3. Communication 2022-90

Summons and Complaint: U.S. Bank National Association Et Al. Vs. Town of Amherst Et Al

8/08/2022

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

4. Communication 2022-91

Notices of Petition to Review Tax Assessments

The following Notices of Petition to Review Tax Assessments were received at the Town Clerk's office:

WALGREENS EASTERN CO., INC/WALTRUST PROPERTIES
ISKALO OFFICE HOLDINGS II, LLC
SHERIDAN PROPERTIES II, LLC
BROMPTON HEIGHTS INC,
THE BOARD OF MANAGERS, TOWNHOMES AT WINDSTONE CONDOMINIUM
REIST STREET HOLDINGS LP
BRANDI FREIMAN
LISA FREIDMAN & SCOTT FRIEDMAN; TODD LEVINE
BOARD OF MANAGERS, PATIOS AT WINDSTONE CONDOMINIUM
THE BOARD OF MANAGERS, CHATEAU AT AVALON MEADOWS CONDOMINIUM
HEATHWOOD PROPERTIES, LLC AND/OR HEATHWOOD ASSISTED LIVING AT
WILLIAMSVILLE, INC,
WINDSOR PARK RETAIL CENTER A/K/A WP PROPERTIES LLC A/K/A WRSB DEVELOPMENT
CO. LLC A/K/A WRSB DEV CO LLC
380 HARTFORD INC.

MCGMKL 1 LLC
NORTHWOODS LLC
HEIN 2350 NORTH FOREST ROAD LLC
435 CREEKSIDE DRIVE LLC
BRIDGESTONE RETAIL OPERATIONS, LLC (P#101060)
5501 WILLIAMSVILLE ASSOCIATES, LLC
6333 ASSOCIATES LLC
THE BOARD OF MANAGERS, VILLAS AT WINDSTONE CONDOMINIUM
ISKALO ASSET FUND 11 LLC
KEYBANK NATIONAL ASSOCIATION
RITE AID CORPORATION
KIN INC.-WEGMANS FOOD MARKETS INC.
RSS UBSC2011-C1-NY PNY, LLC
93 TRANSIT LLC AND CVS ALBANY, LLC #05496-01
KAMAL ENTERPRISED INC
470 AURORA STREET LLC
2900 COMMERCE PARKWAY
JAMEL'S BOULEVARD LLC
570 ASSOCIATES XV11, LLC
DELTA SONIC CAR WASH SYSTEMS, INC.
NOOR M. SHAH
AMELIA J. HABIB
HAH HOLDINGS LLC
GOVERNMENT EMPLOYEES INSURANCE COMPANY
425 CENTERPOINTE CORP. PARK, LLC, THE CIMINELLI NETWORK, LP
335GB LLC

Petitions are available for review in the Town Clerk's office.

8/08/2022

A motion to refer to the Town Attorney and the Assessor 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

1. Resolution 2022-800

PIP 3097 - Evergreen Landing Subdivision Phase V - Sanitary

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

A Maintenance Bond for a period of two (2) years in the amount of \$18,187.50, representing 25% of the cost of construction has been forwarded to the Town Clerk.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

2. Resolution 2022-801**PIP 3098 - Evergreen Landing Subdivision Phase V - Waterline**

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

A Maintenance Bond for a period of two (2) years in the amount of \$22,560.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

3. Resolution 2022-802**PIP 3099 - Evergreen Landing Subdivision Phase V - Storm Sewer**

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

A Maintenance Bond for a period of two (2) years in the amount of \$9,032.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

8/08/2022

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

4. Resolution 2022-803**PIP 3100 - Evergreen Landing Subdivision Phase V - Paving & Curbing**

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

A Maintenance Bond for a period of two (2) years in the amount of \$115,353.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

XVII. SUSPENSION OF RULES

Deputy Supervisor Berger moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Councilmember Bucki and unanimously approved 5-0. Suspension of Rules was opened at 3:52 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to return to the meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Suspension of Rules was closed at 3:55 PM.

1. Resolution 2022-804**Amusement License for George F. Lamm Post 622****Suspension to Town Board Agenda Item August 8, 2022**

TO: Amherst Town Board
FROM: Jacqueline Berger, Town Deputy Supervisor
DATE: August 8, 2022
RE: First Class Amusement License - August 26, 2022 and September 23, 2022

Please approve the request from Terrence Kimble for a First Class Amusement License to hold the following events: August 26, 2022 and September 23, 2022 at 962 Wehrle Drive, Williamsville, NY, American Legion George F. Lamm Post 622. Details provided in the attachments.

Approval of the September 23, 2022 event will be rescinded if the August 26, 2022 event as any issues.

8/08/2022

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

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

2. Resolution 2022-805**Emergency Purchase Authorization - Greenman-Pedersen, Inc., CRS
No. 3541****Suspension to Town Board Agenda Item August 8, 2022**

TO: Amherst Town Board
FROM: Jacqueline Berger, Town Deputy Supervisor

DATE: August 5, 2022

RE: Emergency Purchase Authorization - Greenman-Pedersen, Inc., CRS No. 3541

Please approve the request from the Engineering Department for the emergency purchase made with Greenman-Pedersen. Inc.

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

Details provided in the attachments.

8/08/2022

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

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 3:55 PM.

There were no 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 3:56 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn to Executive Session to discuss two matters. The motion was seconded by Councilmember Bucki and unanimously approved 5-0 at 3:56 PM.

At 4:15 PM Supervisor Kulpa motioned to close the Executive Session, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Supervisor Kulpa then motioned to close the Town Board meeting, seconded by Councilmember Bucki and unanimously approved 5-0. The Town Board meeting of August 8, 2022 was adjourned at 4:16 PM.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Councilmembers
 Initiated by: **Deborah Bruch Bucki**
 Co-Sponsored by:

DOC ID: 26212

RESOLUTION 2022-766

ADOPTED AS AMENDED

Term Limits for Boards, Committees, and Commissions

WHEREAS, pursuant to Chapter 55 of the Amherst Town Code, the Amherst Town Board has enacted term limits for members of the Town Board; and

WHEREAS the Amherst Town Board has previously adopted a term limit policy for all Town of Amherst boards, committees, agencies, commissions, councils, task forces, etc., with the most recent enactment contained in Resolution 2009-232 adopted March 2, 2009, a resolution which is no longer controlling and needs to be updated; and

WHEREAS, that policy is not only confusing and needs clarification, but has lapsed pursuant to the "Term Limits Doctrine".

NOW, IT IS HEREBY RESOLVED that Amherst Town Board hereby declares and clarifies the policy relative to term limits for all Town boards, committees, agencies, commissions, councils and task forces, etc., that are established by Town Board Resolution as follows:

Those with seven (7) year terms	<u>± 2 terms</u>
Those with five (5) year terms	2 terms
Those with four (4) year terms	2 terms
Those with three (3) year terms	3 terms
Those with two (2) year terms	4 terms
Those with one (1) year terms	8 terms

BE IT FURTHER RESOLVED, that any individual appointed who completes less than one-half of an unexpected term of office shall be permitted to be re-appointed to a full term upon completion of the partial term of office; and

BE IT FURTHER RESOLVED that any individual appointed to complete one-half or greater of an unexpired term of office shall have that term count as a full term of office; and

BE IT FURTHER RESOLVED that in setting these term limits, ~~if no qualified candidate has emerged~~ to fill the vacancy created by the term limited person, the Town Board reserves the right to itself to have the ability to re-appoint persons who are term limited to Town committee(s), board(s), agency(ies), commission(s), council(s), and/or task force(s), etc., if there are four (4) members of the Town Board that determine that the best interests of the Town are served by permitting a term limited member to continue serving on board(s), committee(s), agency(ies), commission(s), council(s), and/or task force(s), etc.

8/08/2022

A motion to approve was made by Councilmember Bucki and seconded by Deputy Supervisor Berger. A motion was then made by Councilmember Bucki to amend, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment is indicated in resolution.

A motion to approve as amended was made by Councilmember Bucki, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Deborah Bruch Bucki, Councilmember
SECONDER:	Jacqueline 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: 08/08/22 03:00 PM
 Department: Town Attorney
 Initiated by: **Stanley J. Sliwa**
 Co-Sponsored by:

DOC ID: 26218

RESOLUTION 2022-767

ROLL CALL VOTE (ADOPTED)

Buffalo Niagara Heritage Village Capital Improvements (Bond Resolution - \$500,000)

AGENDA ITEM : AUGUST 8TH, 2022

TO: Town Board

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

DATE: August 2, 2022

**RE: Buffalo Niagara Heritage Village Capital Improvements
 2022-2027 C.I.P. - Project B-8 - "Museum Improvements"
 Bond Resolution - \$500,000.00**

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$500,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb

Attachments

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item - August 8, 2022**)
 Daryl Bramer, Comptroller (w/attachment)
 Lynda Juul, Director of Finance (w/attachment)
 Dan Howard, Director of Planning (w/attachment)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (w/attachment)

8/08/2022

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 - \$500,000

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



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

July 29, 2022

TO: Anne Dafchik, AIA, NCARB, Architect
Facilities

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

RE: SEQR Determination
Buffalo Niagara Heritage Village Capital Improvements
2022-2027 C.I.P. Project B-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)\July 2022_BNHV Capital Improvements_B_8.docx

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

Attachment: SEQR B-8 (RES-2022-767 : Buffalo Niagara Heritage Village Capital Improvements (Bond Resolution - \$500,000))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
August 8, 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 August 8, 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-2022-767 : Buffalo Niagara Heritage Village Capital Improvements (Bond Resolution - \$500,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK (THE "TOWN"), ADOPTED AUGUST 8, 2022, AUTHORIZING THE REPLACEMENT OF THE STEFFEN BUILDING ROOF AND CERTAIN OTHER MUSEUM BUILDING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$500,000 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 the replacement of the Steffen Building roof and certain other museum building improvements at the Buffalo Niagara Heritage Village, as described in the map, plan and report dated July 2022, prepared by the Town Building Maintenance Division (2022-2027 Capital Improvement Program Project B-8). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$500,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of \$500,000 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 \$500,000 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.

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 \$500,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(2) 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.

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 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:

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on August 8, 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 (THE “TOWN”), ADOPTED AUGUST 8, 2022, AUTHORIZING THE REPLACEMENT OF THE STEFFEN BUILDING ROOF AND CERTAIN OTHER MUSEUM BUILDING IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$500,000 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 the replacement of the Steffen Building roof and certain other museum building improvements at the Buffalo Niagara Heritage Village, as described in the map, plan and report dated July 2022, prepared by the Town Building Maintenance Division (2022-2027 Capital Improvement Program Project B-8); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$500,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$500,000 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 \$500,000 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

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

DATED: August 8, 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.

* * *

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.

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 August 8, 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 August, 2022.

(SEAL)

Town Clerk

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 August 8, 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 August, 2022.

 Notary Public, State of New York



Town of Amherst

Buffalo Niagara Heritage Village Capital Improvements

2022-2027 Capital Improvement Project B-8 "Museum Improvements"

MAP, PLAN & REPORT

July 2022

Contents:

- Background
- Location
- Project Description and Improvements
- Project Justification
- Anticipated Project Schedule
- Financial Summary
- Project Cost Estimate
- Taxation Summary
- Town of Amherst SEQR Determination

Prepared by:
Town of Amherst
Building Maintenance Division
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Background

The Town has a contractual agreement with the Buffalo Niagara Heritage Village to maintain Town owned buildings on the historic village site, including historic structures and modern buildings. The site has 10 historic buildings, 2 replica buildings, and other time-period appropriate outbuildings. A modern structure, called the Shaw Building, houses the museum display and collections. Other modern structures, such as the Steffen Building, the Workshop and picnic shelters, provide opportunities for visitors to meet and learn more about the site. An additional Storage Building is also on the site.

The Town of Amherst has approved funding through the 2022-2027 Capital Improvement Program (CIP) under Projects B-4 and B-8. An amendment to the CIP is scheduled for August 8, 2022 which will combine these two projects as "B-8 Museum Improvements" for a combined total of \$500,000.

TOWN OF AMHERST								
Approved 2022 – 2027 Capital Improvement Program								
<i>Note: Completion of projects with Federal or State funding (F/S) is contingent upon successful pursuit of those funds by the sponsoring department.</i>								
Green highlights indicate possible Energy Performance Contract (EPC) funded projects Blue highlights indicate possible American Rescue Plan Act (ARPA) funded projects								
Building Department		Recommended Schedule (X \$1,000)						
Project ID	Project Title/Description	2022	2023	2024	2025	2026	2027	Total Cost
B-1	Building Department / Maintenance Vehicles: Replace one mini dump truck used for daily tasks. (2019)	80 LA						\$80,000
B-2	Town Parking Lot Paving: Parking lot paving improvements at Town buildings and facilities to correct deterioration and conduct subsequent maintenance. (2009)	110 LA	100 LA 100 LW	100 LA 100 LW	100 LA	100 LA	100LA	\$810,000
B-3	Town Parking Lot Sealing & Striping: Parking lot seal coating, crack filling, and striping at Town buildings and facilities. (2009)	100 LA	100 LA	100 LA	100 LA	100 LA	100 LA	\$600,000
B-4	Steffen Building Roof Replacement: Replace the failing roof on the Steffen Building at BNHV. (2022)	400 LA						\$400,000
B-5	Town Hall Improvements: Resurface terrazzo hallway floors. (2019)				120 LA			\$120,000
B-6	Harlem Road Community Center HVAC Controls: Replace antiquated pneumatic control system with low voltage digital controls at HRCC. (2020)		320 LA					\$320,000
B-7	Harlem Road Community Center Auditorium Ceiling & Seating Replacement: Replacement and abatement of ceiling tiles with acoustical design, replace seating and carpeting, and paint the entire room. (2019)		463 LA 1,000 X					\$1,463,000
B-8	Museum Improvements: Maintain Town-owned buildings at the Buffalo Niagara Heritage Village required by the Town's contract. (2019)	200 LA	100 LA	100 LA	100 LA	100 LA	100 LA	\$700,000

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

Location

The project is located at 3755 Tonawanda Creek Road. The parcel is 3755 Tonawanda Creek Rd. SBL: 00400000010010000000.

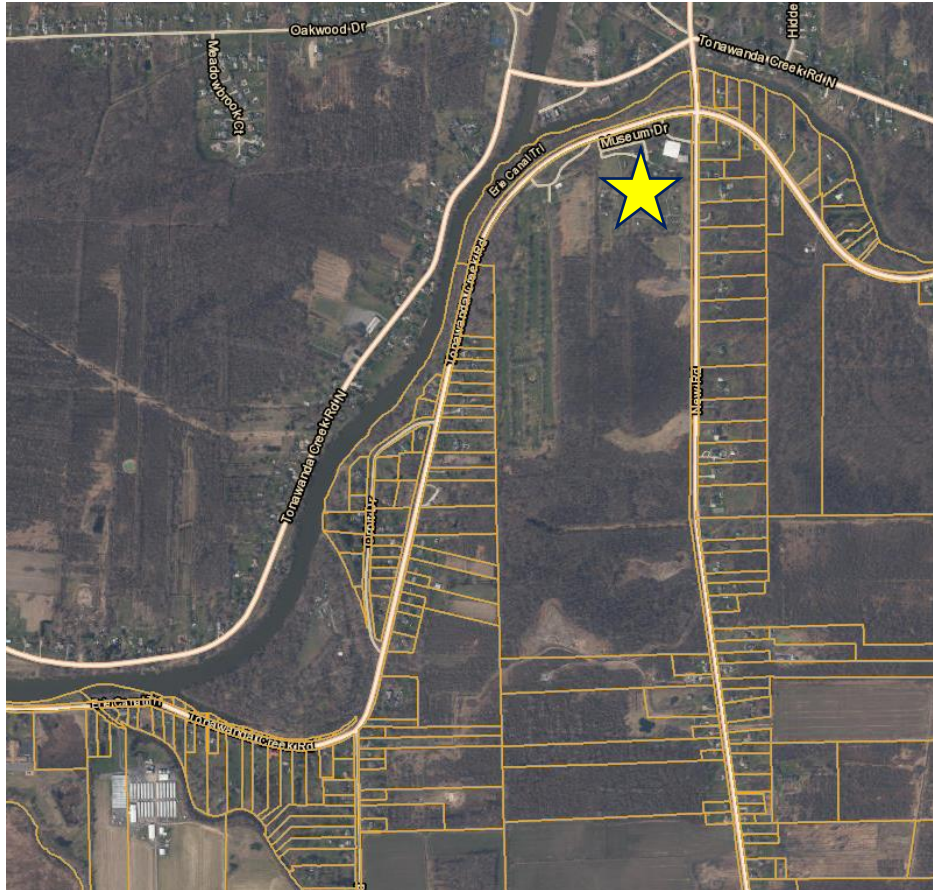


Figure 1 Project Location

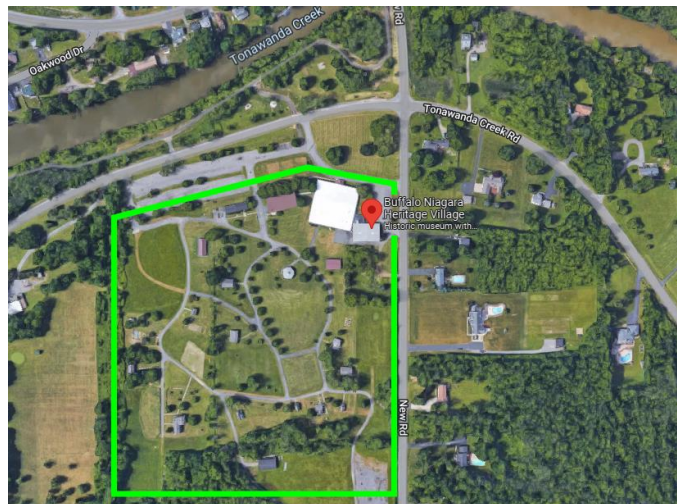


Figure 2 – Buildings on Site

Project Description and Improvements

Scope of work includes, but is not limited to:

- Existing building improvements, such as roof replacements, interior renovations, building envelope improvements, mechanical, plumbing or electrical upgrades
- Demolition of an unsafe structure, referred to as the Storage Building
- Construction of a new storage building to replace the demolished structure
- Site improvements such as sidewalks and walking paths, fencing or gates, site lighting, etc.

These proposed Capital Improvement Projects may be reprioritized at any time, and funds may be used for other related capital work on the site if deemed appropriate and necessary, or if funding allows.

Work may be completed using any of the following methods:

- a pre-apprentice program through one or more trade unions
- an apprenticeship program through one or more trade unions
- use of a Contractor
- use of Town staff

Additionally, the Buffalo Niagara Heritage Village received a \$20,000 grant for roof replacement materials at the Williamsville School House and Village Store historic buildings.

Project Justification

The project is required because the Town owns the buildings and the site.

Additionally, the Town has a contract with the museum operator / program provider, the Buffalo Niagara Heritage Village, which states that the Town agrees to maintain and improve the buildings and property.

Various buildings, both modern and historic, have deteriorated roofing which is beyond repair. These buildings have been repaired multiple times, but continue to spring new leaks on a regular basis. This may cause considerable water damage, not only to the building itself, but to the artifacts and property located within the buildings.

The demolition of the Storage Building should be completed as soon as possible based on a structural assessment report the Town received in December of 2021. The building has been vacated due to safety concerns. It is anticipated that a new storage building will need to be constructed to replace the loss of the existing one.

It is a goal of the Town to be good stewards of its own buildings and properties.

Anticipated Project Schedule

Bond Action: August 2022
Construction: September 2022, with an anticipated end date December 2023.

Financial Summary

The Town of Amherst appropriated funds in the approved 2022-2027 Capital Improvement Program under Projects B-4 and B-8, which will be combined in B-8 for a total of \$500,000. The funds have been identified as a General Fund Bond with a minimum useful life of 15 years. *Refer also to "Background" section above.*

Project Cost Estimate

Construction	\$ 497,500
Legal / Admin / Bonding	\$ 2,500
<u>TOTAL</u>	<u>\$ 500,000</u>

Taxation Summary:

Total Bond Amount	\$500,000 (General Fund)
Bond Term	15 Years
Annual Tax Impact per \$1,000 of AV:	\$0.0042 cost per \$1,000 of assessed value
Annual Impact on Property with AV of \$200,000	\$0.8403

Town of Amherst SEQR Determination

See attached documentation from the Town of Amherst Planning Dept.



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

July 29, 2022

TO: Anne Dafchik, AIA, NCARB, Architect
Facilities

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

RE: SEQR Determination
Buffalo Niagara Heritage Village Capital Improvements
2022-2027 C.I.P. Project B-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)\July 2022_BNHV Capital Improvements_B_8.docx

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


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Town Attorney
 Initiated by: **Stanley J. Sliwa**
 Co-Sponsored by:

DOC ID: 26234

RESOLUTION 2022-768
ADOPTED

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

AGENDA ITEM : AUGUST 8TH, 2022

TO: Town Board

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

DATE: August 3, 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; and (3) applying for and obtaining a building permit once all conditions of site plan approval have been satisfied.

The Town Attorney's Office has already reviewed the agreement and finds it acceptable for placement on the Town Board agenda for approval and signature by the Supervisor.

Thank you.

SJS:nmb

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item - August 8, 2022**)

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

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**”);

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

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.

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

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

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

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 Lot 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 as 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 chord 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 feet 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.

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 Lot 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

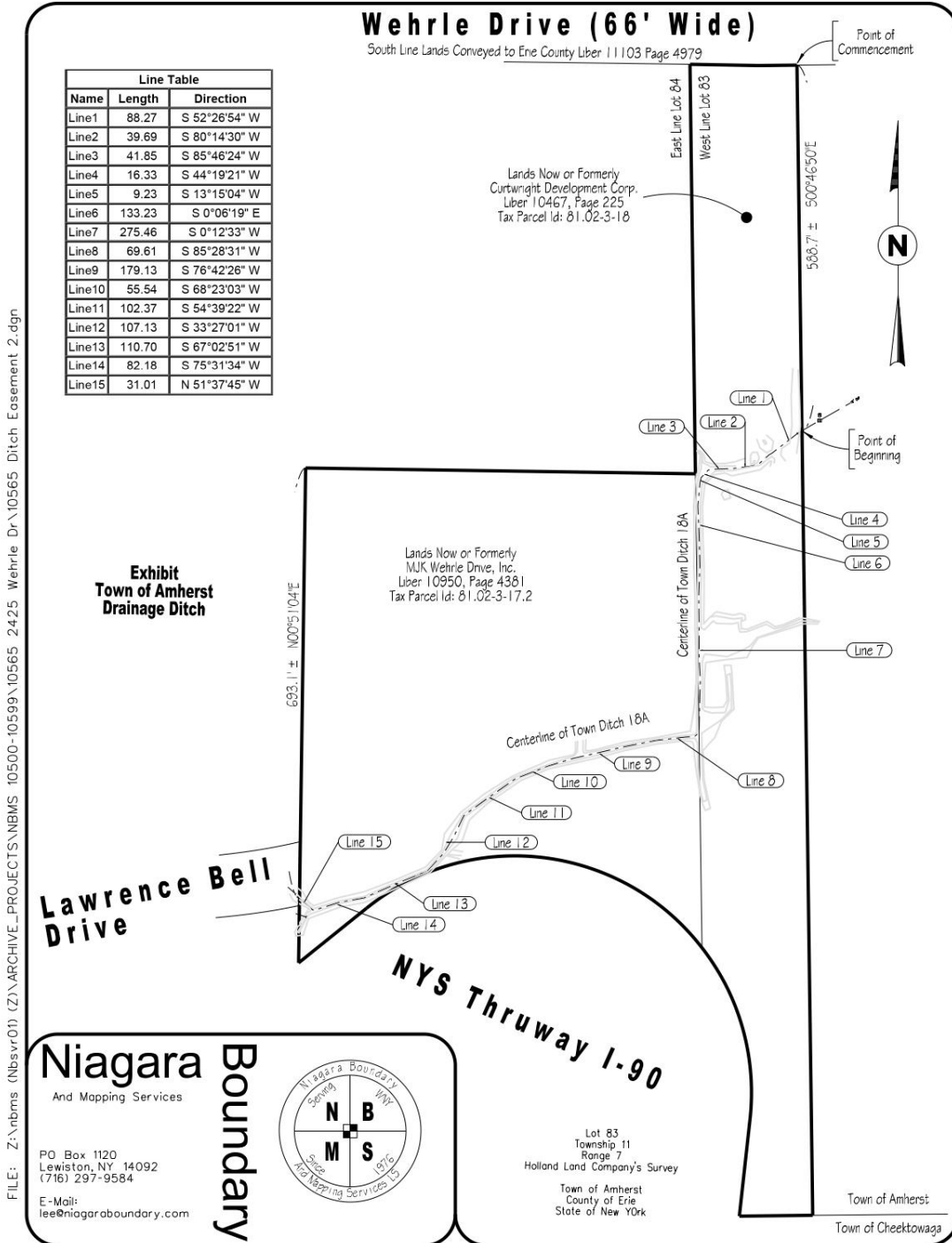


EXHIBIT "D"**Metes and Bounds Description of the Drainage System Easement Area****Legal Description****Town Drainage easement**

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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Town Attorney
 Initiated by: **Stanley J. Sliwa**
 Co-Sponsored by:

DOC ID: 26217

RESOLUTION 2022-769

ADOPTED

Engagement Letter - Gerber Ciano Kelly Brady LLP (CRS #3533)

AGENDA ITEM : AUGUST 8TH, 2022

TO: Town Board

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

DATE: August 2, 2022

RE: Engagement Letter - Gerber Ciano Kelly Brady LLP (CRS# 3533)

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter with Gerber Ciano Kelly Brady LLP specific to legal services rendered relative to the appeal of the matter entitled **Grasha v. Town of Amherst** pending successful completion of the CRS.

Thank you.

SJS:NMS:hs

Attachment

c: Tim Koller, Deputy Town Clerk (w/attachment, **Agenda Item - August 8, 2022**)

8/08/2022

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

FINANCIAL IMPACT:

\$275 per hour for partners; \$210 per hour for associates, and \$105 per hour for paralegals; Travel charged at 1/2 normal hourly rate, plus expenses - P1915.4090

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Brian J. Kulpa, Supervisor

SECONDER: Jacqueline Berger, Deputy Supervisor

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

July 29, 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: Appeal of *Kori Grasha v. Town of Amherst*

Dear Stan:

We are pleased to confirm our representation of the Town of Amherst (the "Town") 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.

www.GerberCiano.com

New York

New Jersey

Pennsylvania

Connecticut

London

Description of Services to be Performed. The Firm will provide the following legal services (the "Services"). We will prepare the appellate briefs to the New York Appellate Division, Fourth Department and argue the appeal on behalf of the Town.

At the Town's request, we will prepare motions for leave to appeal to the New York Court of Appeals, prepare appellate briefs to the Court of Appeals, and argue the appeal at the Court of Appeals on behalf of the Town.

Fees for Services. The Firm's fees for legal services performed by attorneys and paralegal assistants (the "Fees") will be calculated on an hourly basis as follows: \$275.00 per hour for partners, \$210.00 per hour for associates, and \$105.00 per hour for paralegals.

Travel will be charged at ½ normal hourly rate, plus expenses.

Reimbursement of Expenses. You will reimburse the Firm for all out-of-pocket expenses (the "Expenses") which we incur in the course of performing the Services. These Expenses may include, but are not necessarily limited to, court filing fees and attorney travel expenses. It is the Firm's practice in the case of large expense items (i.e., in excess of \$500) to transmit the invoices for those items directly to our clients with the request that they be paid directly to the vendor. If payments are not made to the vendor within twenty-five (25) days of our delivery of the invoice, and in order to protect the Firm's relationship with those suppliers, we shall pay the Expenses directly and bill you for reimbursement.

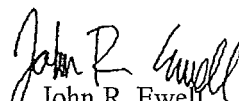
Printing: The largest expense will be printing fees for any Records on Appeal and Appellate Briefs filed with the court. This cost will depend upon the size of the Record on Appeal and Brief.

Mileage: IRS mileage rate.

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: Brian J. Kulpa


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Town Attorney
 Initiated by: **Nicole M. Burroughs**
 Co-Sponsored by:

DOC ID: 26215

RESOLUTION 2022-770
ADOPTED

Approval to Utilize Trust Account (Distressed Properties) for Lexis Nexis for Building Department

AGENDA ITEM : AUGUST 8TH, 2022

TO: Town Board

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

DATE: August 2, 2022

**RE: Permission To Charge Trust Account (T4019.4002) For Lexis Nexis
Subscription For Town of Amherst Building Department**

Kindly adopt a resolution authorizing the above subscription in the amount of \$4,400.00 (\$365/month for 12 months) to be charged to the Trust Account (T4019.4002) for distressed properties.

Thank you.

SJS:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - August 8, 2022**)
 Mark Berke, PE, Building Commissioner
 Daryl C. Bramer, Comptroller

8/08/2022

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

FINANCIAL IMPACT:

T4019.4002 - \$4,400 (\$365/month for 12 months)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqueline 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: 08/08/22 03:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 26211

RESOLUTION 2022-771

ADOPTED

New Firefighter for Getzville Fire Company

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

Payton Connors
 245 Sunshine Dr
 Amherst, NY 14228

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Payton Connors

Applicant Home Address: 245 Sunshine Drive

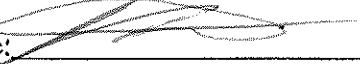
Under penalty of perjury I, Payton Connors, affirm I am an
 applicant to be a member of the, Getzville (fire dept.)
 and my address of residence is listed above.

☒ My address is in the fire district I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.

☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: 

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: 

Title: Corporate Secretary

Date: 7/28/22

Submit this completed form to:
 Amherst Town Clerk
 5583 Main Street
 Williamsville, NY 14221

Attachment: payton connors residency (RES-2022-771 : New Firefighter for Getzville Fire Company)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 26219

RESOLUTION 2022-772
ADOPTED

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and resides within the East Amherst Fire District.

Evan Kumpf
 126 Bassett Road
 Williamsville, NY 14221

8/08/2022

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Evan M. Kumpf

Applicant Home Address: 126 Bassett Road, Amherst, NY 14221

Under penalty of perjury I, Evan Kumpf affirm I am an
 applicant to be a member of the, East Amherst Fire Department (fire dept.)
 and my address of residence is listed above.

- ☒ My address is in the fire district I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
- ☐ My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: 

I have verified the applicant's address or employment, where applicable, by examining their driver's license or other suitable document such as a utility bill, lease or pay stub.

Signature: 
 Ken Rusin

Title: Ptresident

Date: August 1, 2022

Submit this completed form to:
 Amherst Town Clerk
 5583 Main Street
 Williamsville, NY 14221

Attachment: Kumpf Amherst residency form 8.1.22 (RES-2022-772 : New Firefighter for East Amherst Fire Department)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 26220

RESOLUTION 2022-773

ADOPTED

Budget Transfers and Amendments

For August 8, 2022 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 8/3/2022
 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:

KP2135.4979 Contingency \$37,870.00
To transfer funds from capital project KP2135 Lou Gehrig Baseball (NACC Baseball Diamond) Fields contingency into construction for Electric Service Upgrades by National Grid.

KP2135.4972 Construction \$37,870.00

A1990.4000 Contingency \$3,300.00
To transfers funds from contingency to Town Attorney for office dividers / workstations.

A1420.2100 Furniture, Desks, Chairs \$3,300.00

N2129.4000 CDBG Weatherization \$663.45
Requested per department.

N2121.4000 CDBG Housing Rehab \$663.45

KP2222.4979 Contingency \$124.00
To transfer funds in KP2222 GPS & Drone Equipment from contingency to design expense.

KP2222.4971 Design \$124.00

BUDGET AMENDMENTS - 2022

INCREASE:

INCREASE:

N2123.02785 CDBG & VG PI \$50.00
To recognize Community Development program income from 299 Harding, Amherst

N2123.4000 Contractual \$50.00

N2144.02785 New Construction - PI \$27,473.40
 N2149.02785 HOME Admin- PI \$3,052.60
To recognize Community Development program income from 120 Brentwood, Cheektowaga.

N2144.4000 Contractual \$27,473.40
 N2149.4003 Admin \$3,052.60

N2144.02785 New Construction - PI \$14,346.90
 N2149.02785 HOME Admin- PI \$1,594.10
To recognize Community Development program income from 4315 Union, Cheektowaga.

N2144.4000 Contractual \$14,346.90
 N2149.4003 Admin \$1,594.10

N2256.03089 State Aid- Grants \$73,404.00

N2256.4000 Contractual \$66,064.00
 N2256.1000 Personal Services \$6,818.39
 N2256.8030 FICA \$521.61

To recognize State Aid from NYS Commissioner of Taxation & Finance for State ACH Grant #1S07.

A3310.02680 Traffic Control - Ins. Reimb. \$36,545.18
To recognize the reimbursement from National Grid and increase expenditures for approved settlement on RES 2022-721.

A3310.4430 Rnge, Photo, Pipe \$36,545.18

8/08/2022

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

FINANCIAL IMPACT:

See descriptions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, 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: 08/08/22 03:00 PM
 Department: Court

Initiated by: **Kim Kern**

Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 26221

RESOLUTION 2022-774

ADOPTED

Sprinkler Inspection (CRS #3534) Davis-Ulmer

Kindly adopt a resolution authorizing the Town Supervisor to adopt and execute the attached agreement with regards to the above matter. Approval is contingent upon successful completion of the Contract Routing System. Thank you.

8/08/2022

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

FINANCIAL IMPACT:

A1110.4110 \$960.00

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



• Sprinklers • Suppression • Fire Alarm • Security

Inspection Agreement

Effective, **(July 14, 2022)** and subject to all terms, conditions, and limitations specified in this Agreement, **Customer** ("Customer") hereby engages Davis-Ulmer Sprinkler Company, Inc. ("Company") to perform inspection services at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

SECTION I – CUSTOMER & PROPERTY INFORMATION

Property:	Town of Amherst Court Bldg.	Bill To:	Same
Address:	500 John James Audubon Pkwy,	Address	
City	Buffalo, NY 14228		
Phone:	(Jamie) 716- 435-8669	Phone:	
Fax:		Fax:	
E-Mail:	janable@apdny.org	E-Mail:	

Property Owner (If different from Customer):

If the Town of Amherst is not the owner of the Property (i) Customer represents, warrants and covenants to Company that Customer is authorized by the owner to enter into this Agreement and allow Company to access the Property and perform the services described below, and (ii) Customer authorizes Company to communicate the results of any inspection directly to the owner.

SECTION II – INSPECTION

Customer engages Company to perform a

☐ single ☐ monthly ☒ quarterly ☐ semi-annual ☐ annual ☐ other (see frequencies below)

inspection(s) of the automatic fire protection and/or alarm/security equipment installed on or within the Property.

Systems to be inspected:

Inspect and test one (1) dry pipe sprinkler system quarterly

Per Scopes(s) of Work attached. Actual inspection date(s) will be determined by Company.

SECTION III – TERM, INSPECTION FEE, AND PAYMENT

The term of this Agreement shall be for a period of **one (1) year. May 1, 2022, through April 30, 2023**

Customer agrees to pay the **total annual sum of \$960.00**

Customer will be invoiced as follows:

After each quarterly sprinkler inspection, the sum of \$240.00

Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes.

Company will issue an invoice promptly upon completion of each inspection. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice. Any amounts past

SECTION IV - OTHER TERMS AND LIMITATIONS

1. SERVICE OF THE FIRE PROTECTION EQUIPMENT: The Client agrees to purchase and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. TERMS AND RENEWAL OF AGREEMENT: Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

3. PRICE AND PAYMENT: The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. Client agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Client agrees to pay all costs of collection including attorneys' fees. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

4. INSPECTIONS AND SERVICE: For the agreed on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service and parts as follows:

A. Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by [Davis-Ulmer Sprinkler Company, Inc.](#) [Davis-Ulmer Sprinkler Company, Inc.](#) performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA 25. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

B. Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service.

Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

E. Company, following each inspection, will provide to Customer a written "Report of Inspection" ("Report"). If required and/or with prior written authorization, Company will provide copies of the Report to the local or state authority having jurisdiction on behalf of Customer. If requested by Customer, a copy of the Report will also be forwarded to Customer's insurance company. The Report and recommendations, if any, by Company are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to the Property by indicating obvious defects or impairments to the system(s) which were discovered by Company's inspection and which should receive prompt attention.

5. LIMITATION OF LIABILITY: CLIENT ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CLIENT SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CLIENT ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$5,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE [Davis-Ulmer Sprinkler Company, Inc.](#) FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CLIENT OR ANY OTHER PARTY CLAIMING BY OR THROUGH CLIENT. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, , OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CLIENT AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT DURING THE TERM(S) OF THIS AGREEMENT.

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CLIENT WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CLIENT AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR

WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

D. The Company is not responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or (2) corrosion, or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

E. Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., at the Property, however it is Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection and to take measures to eliminate the formation of ice in any area where a slip and fall hazard could occur.

7. REDUCED PRESSURE BACKFLOW PREVENTER: BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS **Davis-Ulmer Sprinkler Company, Inc.** FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT **Davis-Ulmer Sprinkler Company, Inc.** WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. RESPONSIBILITIES OF CLIENT: The Client agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer's specifications.

C. Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. INDEMNIFICATION. COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

10. ADDITIONAL COMPANY RESPONSIBILITY.

A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company, as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

C. Company will provide necessary test equipment required to perform service(s) under this Agreement.

D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

11. NO CONFLICT WITH OTHER CLIENT AGREEMENTS. Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

12. LICENSES, TAXES, PERMITS AND FALSE ALARMS. Client shall identify any rules, regulations, standards or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

13. ASSIGNMENTS AND DELEGATIONS. Neither the Company nor the Client may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

14. ENGINEERING CHANGES. Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement, but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

15. INVALID PROVISIONS. If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

16. ENTIRE AGREEMENT. This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

17. RECEIPT AND REVIEW OF AGREEMENT. The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Client to bind the Client, to the fullest extent provided by law, to these Terms and Conditions.

A. This Agreement may not be assigned by Customer without the written consent of Company.

B. This Agreement may be signed in counterparts; a signed facsimile, photocopy, and/or electronic mail of this Agreement shall be as binding on both parties just as though this Agreement were executed in its original, pre-printed form.

C. The Company for formal bid documents, is not a Disadvantaged Business Enterprise. Furthermore, no DBE, MWBE or other minority program participation goals or requirements are included or inferred. Should this project involve DBE, MWBE or other minority program participation goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact **Davis-Ulmer Sprinkler Company, Inc.**

Other inclusions, exclusions or attachments:

***General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

*** Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

***Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts and services outside of above testing & inspecting scope of work is billable at **Davis-Ulmer Sprinkler Company, Inc.** current Time & Material Rates.

***Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access in to each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at Davis-Ulmer Sprinkler Company, Inc. current Time & Material Rates.**

ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL [REDACTED]

***On Site Inspection Repairs:** Client authorizes **Davis-Ulmer Sprinkler Company, Inc.** to perform repairs or component replacements, found to be necessary during the course of inspection, the amount of \$500.00 or less, ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK. Any necessary repairs for an amount exceeding \$500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in ½ hour increments. All labor rates are subject to change with a thirty (30) day written notice to the client.

ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL [REDACTED]

***Cancellation/Reschedule Notice:** Should the customer cancel or reschedule all or any portion of the inspection/scope without giving 3 business days' notice to the **Davis-Ulmer Sprinkler Company, Inc.** we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.

***COVID-19:** "Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))

SECTION V: THIRD PARTY AUTHORIZATION

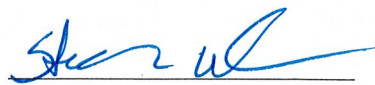
Customer requests and authorizes Company to provide the following designated third parties with the Report information outlined below:

SECTION VI: ACCEPTANCE AND SIGNATURE

Customer: Town of Amherst Court Bldg.

Davis-Ulmer Sprinkler Company, Inc.

SIGNATURE: _____

SIGNATURE: 

NAME: _____

NAME: Paul Kaczkowski Stephanie Wlosins

TITLE: _____

TITLE: Inspection Account Manager

DATE: _____

DATE: 5/20/2022

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement. The inspection fee quoted is for acceptance within thirty (30) days from Company's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, Company will be pleased to submit a revised quotation. Agreement is not binding on Company until credit approval for Customer is issued by Company.

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))

DAVIS-ULMER

QuarterlyINSPECTION/TESTING OF DRY PIPE FIRE SPRINKLER SYSTEM

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority.

Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

SCOPE OF WORK

- (Annually) Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only.
- (Quarterly) Attempt to visually inspect condition of all known valves, hydraulic placard, gauges, fire department connection from floor level only.
- (Annually) Operate all known control valves and seal valves in proper position.
- (Annually) Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstructions from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Quarterly) Verify operation of audible alarm and water flow alarms to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Verify operation of low air alarm to building Fire Alarm Panel and remote monitoring facility (If equipped with low air test valve).
- (Quarterly) Test quick opening device (if equipped).
- (Quarterly) Perform main drain flow test and record static and residual pressures (weather permitting).
- (Semi-Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Quarterly) Check system and air maintenance device air pressures (if equipped).
- (Annually) Test air compressor (if equipped) for proper operation, condition and automatic sequencing. Check position and condition of air supply valves inspect air supply line and check valve for proper operation (if equipped).
- (Annually) Perform trip test of the dry pipe valve; check the interior condition of the valve, clapper, latching devices, and facings, only when face plate is removed for resetting.
- (Triennial) Perform full flow trip test, record observations and results.
- (Quarterly) Drain and blow out all known low point drains.
- (Quarterly) Affix inspection tags, date, and initials.
- Furnish completed inspection/test forms.

Excluded Work:

- Visual inspection of systems or portions of inaccessible spaces.
- Any and all NFPA, State, and Local requirements in excess of above stated.

Licensed by the NYS Dept of State

Rev. 07-28-10

HOURLY SERVICE TECHNICIAN RATES

(Per Man)

Valid through 12/31/2022

<u>Description</u>	<u>Rates</u>
Straight Time Monday Through Friday 7:00am – 3:30pm (Excludes Holidays)	\$ 140.00 per hour
Over Time 1.5 Monday through Friday 3:30pm-7:00am & ALL Day Saturday (Excludes Holidays)	\$ 210.00 per hour
Over Time 2.0 Sunday & Holidays	\$ 280.00 per hour
Truck Delivery w/ Driver	\$ 200.00 per delivery
Design/ CAD	\$ 110.00 per hour
Shop Fabrication	\$ 100.00 per hour
Office Admin / PM	\$ 110.00 per hour
Vehicle/Tools/Fuel	\$ 95.00 per call out

*Labor rates are based on NET 30 payment terms.
If payment exceeds 30 days revised rates will be provided.*

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Davis Ulmer Fire Protection
 Signature: [Signature]
 Print Name: Stephanie Wlosinski
 Title: Inspection Manager
 Date: 5/20/2022

Sworn To Before Me This

20 Day of May, 2022
Michelle R. Krzywicki
 Notary Public

MICHELLE R. KRZYWICKI
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01KR6287262
 Qualified In Erie County
 My Commission Expires August 05, 2025

Revised 4.2017

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) **Workers' Compensation Insurance:** Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) **General Liability, Professional (if applicable) Liability and Property Damage Insurance:** Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate
 - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Davis Ulmer Fire Protection

Print Name of Company

By:

[Signature]
Signature

Stephanie Wlosinski

Printed name

Date:

1/27/2022

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/17/2021

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 308191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext.): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com															
INSURED Davis-Ulmer Sprinkler Company, Inc. One Commerce Drive Amherst, NY 14226		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER C: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC#	INSURER A: Zurich American Insurance Company	16535	INSURER B: AXIS Surplus Insurance Company	26620	INSURER C: Steadfast Insurance Company	26387	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** W23210360 **REVISION NUMBER:**

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY PER (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000
	☒ Contractual Liability					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
	☒ POLICY ☒ PRO-JECT ☒ LOC					GENERAL AGGREGATE \$ 4,000,000
	OTHER:					PRODUCTS - COMPOP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY					
	☒ ANY AUTO					COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY					BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB	☒ OCCUR				EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED	RETENTION \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N No. N/A				☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 5,000,000
						E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C	Contr. Prof (CM)					Each Claim/Agg \$5,000,000
	Contr. Poll (Occ)					Each Claim/Agg \$5,000,000
	Incl Mold					Combined Policy Agg \$5,000,000

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

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy; however, Statutory coverage for the Monopolistic states is not.

Re: North Amherst Recreation Center.

Town of Amherst is included as Additional Insured under the General Liability policy when required by written

CERTIFICATE HOLDER

Town of Amherst 5593 Main Street Williamsville, NY 14221	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

POLICY NUMBER: GLO 8902940-02

ENDORSEMENT MAN 001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDATORY ENDORSEMENT - ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket when required by written contract, agreement, or permit and is executed prior to loss.	All projects or locations where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only to the extent of liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 8902940-02

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))

POLICY NUMBER: BAP 8488453-02

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: API Group, Inc.

Endorsement Effective Date: 12/31/2021

SCHEDULE**Name(s) Of Person(s) Or Organization(s):**

Any person or organization when required by written contract, agreement or permit and is executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)

DAVIS-ULMER SPRINKLER CO., INC.
ONE COMMERCE DRIVE
BUFFALO, NY 14228

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

585-546-3670

1c. Federal Employer Identification Number of Insured or Social Security Number

160710179

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT

3b Policy Number of Entity Listed in Box "1a"

LNY616110

3c Policy effective period

01-01-2022 to 12-31-2022

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 01-24-2022

Elizabeth Tello

(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

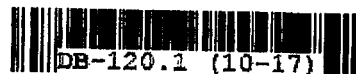
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)



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Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))


**Workers'
Compensation
Board**
**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Davis-Ulmer Sprinkler Co., Inc. One Commerce Drive Amherst, NY 14228 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 716-691-3200 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1750987 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0710179
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 8902941-02 3c. Policy effective period 12/31/2021 to 12/31/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than the nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Roxanne Klendshoj
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 12/10/2021
 (Signature) (Date)

Title: Senior Client Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 952-842-7000

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: 29768 (RES-2022-774 : Sprinkler Inspection (CRS#3534))


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 26244

RESOLUTION 2022-775
ADOPTED

Basic Operations of Wastewater Treatment Plants Course

The Engineering Department is requesting approval to send two (2) employees to attend the Basic Operations of Wastewater Treatment Plants course at the Environmental Training Center in Morrisville, NY in March 2023.

The total cost for the employees is \$7,730.38 which includes registration, materials and accommodations.

Funding for this request is available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

8/08/2022

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

FINANCIAL IMPACT:

\$7,430.30: G9916-4040 & G9916-4850

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[REDACTED]	[REDACTED]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/12/2023	3/18/2023	Morrisville, NY	Environmental Training Center - Basic Operations Course Week 2

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.585	\$207.68	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 6 @ \$	\$749.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
5 # Breakfasts @ \$13.00	\$65.00	G9916-4040	
5 # Lunches @ \$15.00	\$75.00	G9916-4040	
5 # Dinners @ \$26.00	\$130.00	G9916-4040	
5 # Incidentals @ \$ 5.00	\$25.00	G9916-4040	
Registration/Conference Fee	Covered in Week 1	G9916-4850	
Textbooks	Covered in Week 1	G9916-4850	
Other			
Subtotal	\$1,358.66		N/A
Contingency - 10% of subtotal or \$200	\$135.87		N/A
TOTAL	\$1,494.53		

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

Attachment: travel request forms (RES-2022-775 : Basic Operations of Wastewater Treatment Plants Course)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[REDACTED]	[REDACTED]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/5/2023	3/11/2023	Morrisville, NY	Environmental Training Center - Basic Operations Course Week 1

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.585	\$207.68	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 6 @ \$	\$746.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
5 # Breakfasts @ \$13.00	\$65.00	G9916-4040	
5 # Lunches @ \$15.00	\$75.00	G9916-4040	
5 # Dinners @ \$26.00	\$130.00	G9916-4040	
5 # Incidentals @ \$ 5.00	\$25.00	G9916-4040	
Registration/Conference Fee	\$975.00	G9916-4850	
Textbooks	\$200.00	G9916-4850	
Other			
Subtotal	\$2,530.66		N/A
Contingency - 10% of subtotal or \$200	\$200.00		N/A
TOTAL	\$2,730.66		

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

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: travel request forms (RES-2022-775 : Basic Operations of Wastewater Treatment Plants Course)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[REDACTED]	[REDACTED]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/12/2023	3/18/2023	Morrisville, NY	Environmental Training Center - Basic Operations Course Week 2

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.585	\$207.68	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 6 @ \$	\$749.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
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Registration/Conference Fee	Covered in Week 1	G9916-4850	
Textbooks	Covered in Week 1	G9916-4850	
Other			
Subtotal	\$1,358.66		N/A
Contingency - 10% of subtotal or \$200	\$135.87		N/A
TOTAL	\$1,494.53		

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

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: travel request forms (RES-2022-775 : Basic Operations of Wastewater Treatment Plants Course)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[REDACTED]	[REDACTED]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/5/2023	3/11/2023	Morrisville, NY	Environmental Training Center - Basic Operations Course Week 1

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ \$0.585	\$207.68	G9916-4040	
Tolls	\$18.48	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 6 @ \$	\$746.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: \$59.00			
1st & Last Day of Travel @ 75%	\$88.50	G9916-4040	
5 # Breakfasts @ \$13.00	\$65.00	G9916-4040	
5 # Lunches @ \$15.00	\$75.00	G9916-4040	
5 # Dinners @ \$26.00	\$130.00	G9916-4040	
5 # Incidentals @ \$ 5.00	\$25.00	G9916-4040	
Registration/Conference Fee	\$975.00	G9916-4850	
Textbooks	\$200.00	G9916-4850	
Other			
Subtotal	\$2,530.66		N/A
Contingency - 10% of subtotal or \$200	\$200.00		N/A
TOTAL	\$2,730.66		

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:

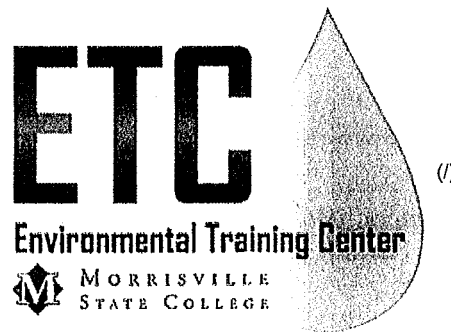
Department Head Signature

Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement



[Courses \(/courses/\)](/courses/) > [Basic Operations of Wastewater Treatment Plants \(/courses/detail.aspx?id=1\)](/courses/detail.aspx?id=1)

Basic Operations of Wastewater Treatment Plants

Dates

- Mar 6 - 17, 2023
- May 1 - 12, 2023
- Aug 21 - Sep 1, 2023
- Dec 11 - 22, 2023

Description

This 60-hour course is designed and approved by the NYS Department of Environmental Conservation to prepare wastewater treatment plant operators for the certification exam. A wide variety of aspects of treatment are presented. The textbooks for the course are Operation of Wastewater Treatment Plants, Volume I, 8th Edition and Volume II, 7th Edition by the University of California at Sacramento. The books are available directly from the Morrisville State College Bookstore. You can order in advance by calling the bookstore at (315) 684-6073 or purchase the books when you arrive on campus for the course. This course requires a lot of reading. It is strongly suggested that you acquire the book and read the first three chapters in volume I prior to the start of the course. NYS DEC requires each course participant to pass a written exam at the completion of the training course to meet part of the qualifications for certification. The exam covers a great deal of material, including math, and it is suggested that participants brush up on math skills. Field trips to local plants are an integral part of this course.

Topics covered during this course include:

Introduction to Wastewater Treatment
 Preliminary & Primary Treatment
 Biological Treatment
 Fixed Film Biological Treatment
 Suspended Growth Biological Treatment & Advanced Treatment
 Clarifiers & Disinfection
 Introduction to Solids Handling
 Solids Stabilization & Disposal
 Maintenance & Safety
 Sampling, Analysis & Data Handling
 Management & Supervision

Prerequisites

6 Months Experience in Plant Operations

Price

\$975

[Register for courses \(/courses/register.aspx?categoryId=1\)](/courses/register.aspx?categoryId=1)

Contact Us

Environmental Training Center
 Morrisville State College
 Crawford Hall, 3rd Floor

Morrisville, NY 13408

Phone: 315-684-6082

Fax: 315-684-6609

Facebook (<https://www.facebook.com/EnvironmentalTrainingCenter>)Twitter (<https://twitter.com/etcmorrisville>)

“Thanks to the Environmental Training Center at Morrisville for helping me get my 3A license. I could not have done it without you!”

— Dale Lockwood, 3A Wastewater Operator

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Parking Map (<http://documents.morrisville.edu/public/files/parking.pdf>)

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P.O. Box 901

80 Eaton St.

Morrisville, NY 13408

(<http://maps.google.com/maps?>

q=80+Eaton+St,+Morrisville,+NY+13408&hl=en&ll=42.893951,-75.646062&spn=0.010548,0.022724&sll=42.890209,-75.640612&sspn=0.020312,0.045447&vpsr=1-315-684-6000 (tel:1-315-684-6000)

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(<http://morrisville.edu/documents/privacypolicy/privacypolicy.pdf>)

TO

Thruway Authority

Toll and Distance Calculator

**Tolls from
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290
to
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13**

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	OUT OF STATE E-ZPASS TOLLS *	TOLLS BY MAIL
Williamsville Highway Gantry --> Exit 47 (I-90 - NYS Thruway)	\$1.87	\$2.15	\$2.43
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	\$0.72	\$0.83	\$0.94
Exit 46 (I-90 - NYS Thruway) --> Exit 45 (I-90 - NYS Thruway)	\$0.51	\$0.59	\$0.67
Exit 45 (I-90 - NYS Thruway) --> Exit 44 (I-90 - NYS Thruway)	\$0.17	\$0.20	\$0.22
Exit 44 (I-90 - NYS Thruway) --> Exit 39 (I-90 - NYS Thruway)	\$2.57	\$2.96	\$3.35
Exit 39 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.30	\$0.34	\$0.38
Exit 36 (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.18	\$0.21	\$0.23
Exit 35 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.11	\$0.12	\$0.14
Exit 34A (I-90 - NYS Thruway) --> Exit 34 (I-90 - NYS Thruway)	\$0.67	\$0.78	\$0.88
Total	\$7.10	\$8.18	\$9.24

NY E-ZPASS CUSTOMERS WILL SAVE \$2.14. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

Calculate return tolls for Canastota - Oneida - Chittenango - NY Route 13 to Niagara Falls - I-290

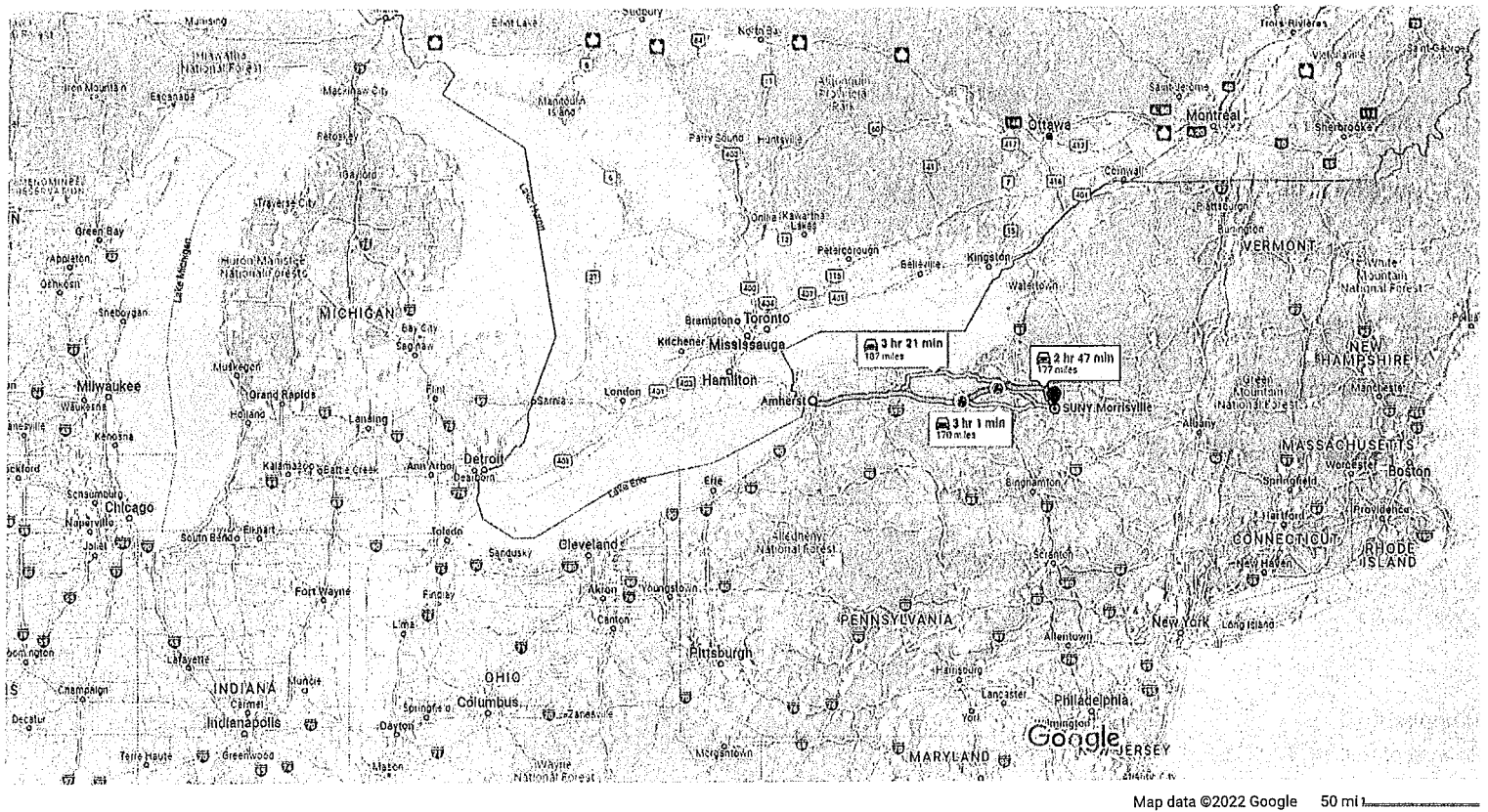
ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366
Clifton Springs Service Area	Milepost 337
Port Byron Service Area	Milepost 310
DeWitt Service Area	Milepost 280

[Calculate Another Trip](#)
[Back](#)

Google Maps Amherst, New York to SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408

Drive 177 miles, 2 hr 47 min



Amherst
New York

▲ This route has tolls.

Get on I-290 E from Campus Dr W

2 min (0.7 mi)

- ↑ 1. Head east on Campus Dr W
0.3 mi
- ➡ 2. Turn right onto Campus Ln
0.1 mi
- ↶ 3. Turn left at the 1st cross street onto NY-240 N
285 ft
- ↗ 4. Turn right to merge onto I-290 E
0.2 mi

Follow I-90 E to NY-13 S/N Peterboro St in Canastota. Take exit 34 from I-90 E

2 hr 28 min (161 mi)

- ↗ 5. Merge onto I-290 E
1.8 mi
- ↶ 6. Use the left 2 lanes to take exit 1-49 to merge onto I-90 E toward Albany
Toll road
159 mi
- ➡ 7. Take exit 34 for NY-13 toward Canastota/Oneida
Toll road
0.5 mi

Take Oxbow Rd and Old County Rd to Suny School District in Morrisville

24 min (15.8 mi)

- ↩ 8. Turn left onto NY-13 S/N Peterboro St

1.3 mi
- ↑ 9. Continue straight onto Oxbow Rd

8.3 mi
- ↑ 10. Continue onto Peterboro Rd

0.2 mi
- ↑ 11. Continue onto Pleasant Valley Rd

0.7 mi
- ↩ 12. Turn left onto Old County Rd

3.9 mi
- ↷ 13. Turn right onto Swamp Rd

0.3 mi
- ↑ 14. Continue onto Cedar St

0.5 mi
- ↩ 15. Turn left onto Main St

128 ft
- ↷ 16. Turn right onto Eaton St

0.5 mi
- ↩ 17. Turn left onto Madison Rd

0.2 mi
- ↑ 18. Continue onto Suny School District

367 ft
- 📍 Destination will be on the right

SUNY Morrisville
80 Eaton St, Morrisville, NY 13408

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

* FROM *

Thruway Authority

Toll and Distance Calculator

Tolls from
Exit 34 - (I-90 - NYS Thruway) - Canastota - Oneida - Chittenango - NY Route 13
 to
Exit 50 - (I-90 - NYS Thruway) - Niagara Falls - I-290

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
 The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	OUT OF STATE E-ZPASS TOLLS *	TOLLS BY MAIL
Exit 34 (I-90 - NYS Thruway) --> Exit 34A (I-90 - NYS Thruway)	\$0.67	\$0.78	\$0.88
Exit 34A (I-90 - NYS Thruway) --> Exit 35 (I-90 - NYS Thruway)	\$0.11	\$0.12	\$0.14
Exit 35 (I-90 - NYS Thruway) --> Exit 36 (I-90 - NYS Thruway)	\$0.18	\$0.21	\$0.23
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Total	\$7.10	\$8.18	\$9.24

NY E-ZPASS CUSTOMERS WILL SAVE \$2.14. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY

* Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.

Approximate Distance: 158.8 miles

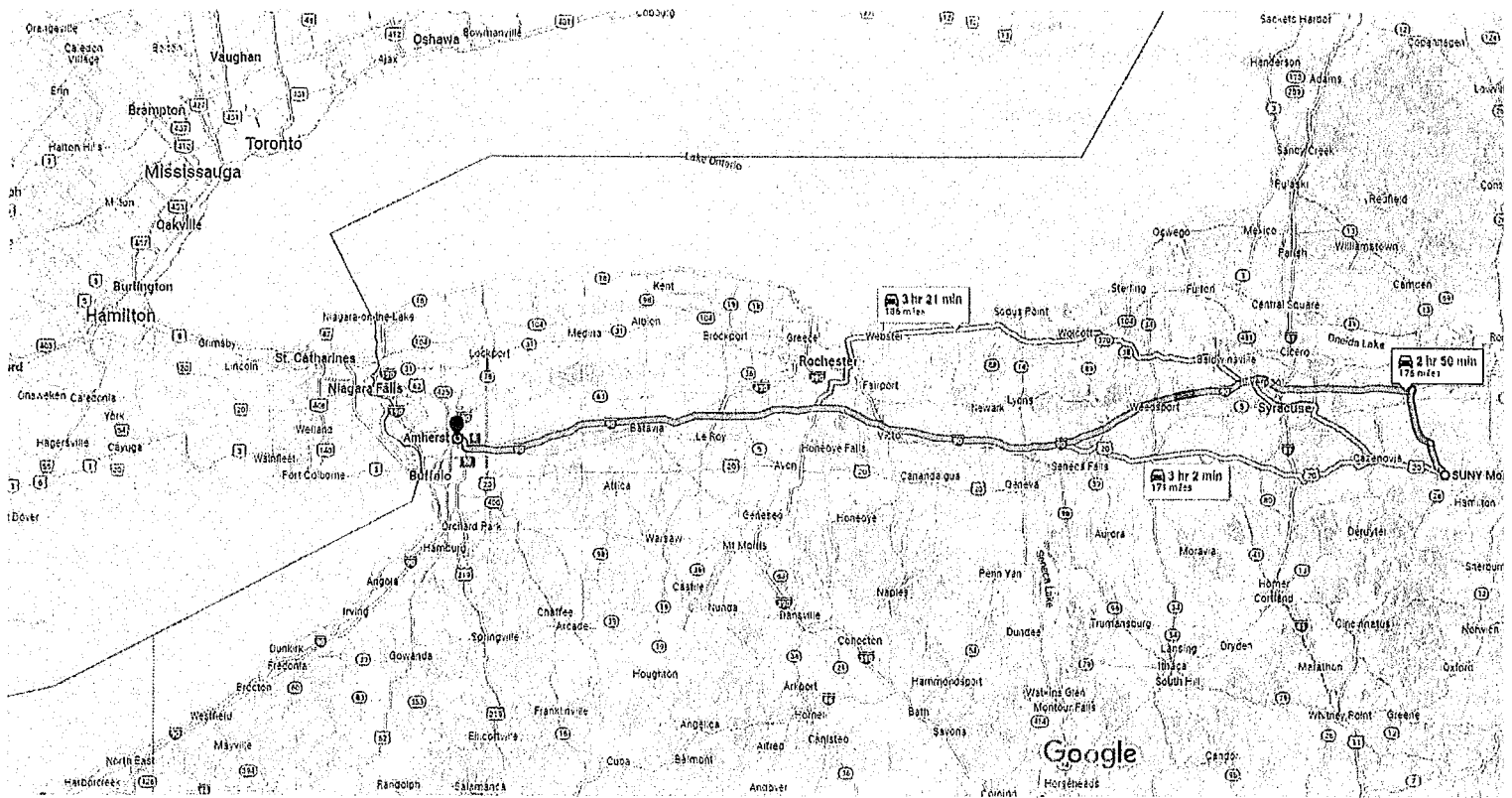
Calculate return tolls for Niagara Falls - I-290 to Canastota - Oneida - Chittenango - NY Route 13

ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Chittenango Service Area	Milepost 266
Warners Service Area	Milepost 292
Junius Ponds Service Area	Milepost 324
Seneca Service Area	Milepost 350
Ontario Service Area	Milepost 376
Clarence Service Area	Milepost 412

[Calculate Another Trip](#)
[Back](#)

Google Maps SUNY Morrisville, 80 Eaton St, Morrisville, NY 13408 to Amherst, New York



Map data ©2022 Google 10 mi

SUNY Morrisville

⚠ This route has tolls.

80 Eaton St, Morrisville, NY 13408

Get on I-90 W in Canastota from Old County Rd and Oxbow Rd

26 min (16.6 mi)

- ↑ 1. Head south on Suny School District toward Madison Rd
- ↑ 2. Continue straight onto Madison Rd
- ↪ 3. Turn right onto Eaton St
- ↩ 4. Turn left onto Main St
- ↪ 5. Turn right onto Cedar St
- ↑ 6. Continue onto Swamp Rd
- ↩ 7. Turn left onto Old County Rd
- ↪ 8. Turn right onto Pleasant Valley Rd
- ↑ 9. Continue onto Peterboro Rd
- ↑ 10. Continue onto Oxbow Rd
- ↑ 11. Continue onto S Peterboro St

367 ft

0.2 mi

0.5 mi

128 ft

0.5 mi

0.3 mi

3.9 mi

0.7 mi

0.2 mi

8.3 mi

1.3 mi

12. Turn right to merge onto I-90 W
Toll road

0.8 mi

Follow I-90 W to NY-324 W/Sheridan Dr in Amherst. Take exit 6 from I-290 W

2 hr 27 min (160 mi)

13. Merge onto I-90 W
Toll road 158 mi
14. Take exit 50 toward I-290/Niagara Fls
Toll road 0.4 mi
15. Continue onto I-290 W 1.8 mi
16. Take exit 6 for NY-324/Sheridan Dr toward NY-240/Harlem Rd 0.2 mi

Follow NY-324 W/Sheridan Dr to Campus Dr W in Amherst

3 min (0.8 mi)

17. Use the left 2 lanes to turn left onto NY-324 W/Sheridan Dr 0.3 mi
18. Turn left onto Campus Dr 0.2 mi
19. Turn right onto Campus Dr W 0.3 mi

Amherst
New York

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

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Join

Sign In 

Hampton Inn & Suites Cazenovia

[Edit st](#)

Sun, Mar 5 - Sat, Mar 11, 2023

1 room for 1 adult

** week # 1 **

Payment and Guest Details

Step 3 of

Total for stay

\$835.5[Hide price details](#)

Price in \$US

Flexible Rate

05 Mar 2023

\$113.0

06 Mar 2023

\$119.0

07 Mar 2023

\$129.0

08 Mar 2023

\$127.0

09 Mar 2023

\$119.0

10 Mar 2023

\$139.0

Total room charge

\$746.0

8.00 % per room, per night

4.00 % per room, per night

Total taxes

\$89.5Total for stay: **\$835.5**

All fields are required unless marked optional.



Payment

Card number

Month



Year



Guest information

First name

Last name

Email

Phone

Country/Region USA



Address

Address 2 Optional

Attachment: Basic Operations Course Information (RES-2022-775 : Basic Operations of Wastewater Treatment Plants Course)

Zip

City

State ▼

⊕ Add guest names

SKIP THE FRONT DESK AND GO STRAIGHT TO YOUR ROOM WITH DIGITAL CHECK-IN & DIGITAL KEY

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There is a Credit Card required for this reservation. Free cancellation before 11:59 PM local hotel time on 04 Mar 2023.

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Sign In

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Your Stay

[Edit Stay](#)

Sun, Mar 5 – Sat, Mar 11, 2023 (6 nights)

1 room for 1 adult

week #1



Hampton Inn & Suites Cazenovia

25 Lakers Ln Cazenovia, New York 13035 USA

[Hotel details >](#)

1 King W/fridge Nonsmoke

[Change Room](#)

Select a Rate

Step 2 of

Special Rates

☐ Use Points & Money

Avg/night in \$USD

*Price change during stay

Flexible Rate

Change or cancel up to 1 day before arrival. Free breakfast.

\$124*

Book

Honors Discount

~~\$124~~

\$120*

Book

Semi-Flex

Change or cancel up to 5 days before arrival. Free breakfast.

\$120*

Book

Honors Discount

~~\$120~~

\$118*

Book

Non-refundable

Free breakfast. No cancellations. Pay now.

\$113*

Book

Honors Discount

~~\$113~~

\$110*

Book

Make it a package deal

 2X Points

Change or cancel up to 1 day before arrival. Earn Double Hilton Honors Points.

\$132*

Book

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Sign In

Hampton Inn & Suites Cazenovia

[Edit st](#)

Sun, Mar 12 -- Sat, Mar 18, 2023

1 room for 1 adult

** week # 2 **

Payment and Guest Details

Step 3 of

Total for stay

\$838.8

[Hide price details](#)

Price in \$US

Flexible Rate

12 Mar 2023

\$113.0

13 Mar 2023

\$122.0

14 Mar 2023

\$131.0

15 Mar 2023

\$125.0

16 Mar 2023

\$119.0

17 Mar 2023

\$139.0

Total room charge

\$749.0

8.00 % per room, per night

4.00 % per room, per night

Total taxes

\$89.8

Total for stay: \$838.8

All fields are required unless marked optional.



Payment

Card number

Month



Year



Guest information

First name

Last name

Email

Phone

Country/Region USA



Address

Address 2 Optional

Attachment: Basic Operations Course Information (RES-2022-775 : Basic Operations of Wastewater Treatment Plants Course)

Zip

City

State ▼

⊕ Add guest names

SKIP THE FRONT DESK AND GO STRAIGHT TO YOUR ROOM WITH DIGITAL CHECK-IN & DIGITAL KEY

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☰ Special requests

Traveling with a pet, service animal, etc.

⊕ Add special requests

View optional services ▼

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[Site Usage Agreement](#) ⚙

<https://www.hilton.com/en/book/reservation/payment/>



Join

13.K.1.b

Sign In

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Your Stay

[Edit Stay](#)

Sun, Mar 12 -- Sat, Mar 18, 2023 (6 nights)

1 room for 1 adult

* week #2 *



Hampton Inn & Suites Cazenovia

25 Lakers Ln Cazenovia, New York 13035 USA [📍](#)[Hotel details >](#)

1 King W/fridge Nonsmoke

[Change Room](#)

Select a Rate

Step 2 of

Special Rates



Use Points & Money

Avg/night in \$USD

*Price change during stay

Flexible Rate

Change or cancel up to 1 day before arrival. Free breakfast.

\$124*



Book

Honors Discount

~~\$124~~

\$120*



Book

Semi-Flex

Change or cancel up to 5 days before arrival. Free breakfast.

\$120*



Book

Honors Discount

~~\$120~~

\$118*



Book

Non-refundable

Free breakfast. No cancellations. Pay now.

\$113*



Book

Honors Discount

~~\$113~~

\$111*



Book

Make it a package deal

\$132*

 **2X Points**

Change or cancel up to 1 day before arrival. Earn Double Hilton Honors Points.

Book

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U.S. General Services Administration

FY 2022 Per Diem Rates for ZIP 13408

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 26245

RESOLUTION 2022-776
ADOPTED

Corrosion Products & Equipment, Inc. Change Order No. 1 WWTP Building #7 Vertical Turbine Pump #2 Rebuild - General Contract CRS No. 3537

We are requesting the Town Board approve the above referenced change order no. 1, which calls for a net \$5,571.87 increase to the original not-to-exceed contract amount as well as a 32-day contract time extension for the contractor to have the VTP#2 back in service. As per the attached proposal, this change order will cover the costs associated with the Contractor locally rebuilding the VTP#2 150 hp motor. The costs include transporting, disassembling, testing, inspecting, cleaning, and treating reused components. The motor will ultimately be reassembled with final testing and vibration analysis performed. The motor will be painted and a final inspection performed. The work is to be accomplished in the additional 32 day time extension. The contract is being extended from 8/8/22 to 9/9/22 to have the pump back in service.

The issues with the motor anti-ratchet mechanism and bearings were discovered at disassembly, where the motor was making a loud thumping noise at low rpms.

May we have your approval to award to Corrosion Products and Equipment, Inc. the above referenced Change Order? Funding is available from account KP 2030-4972. This request is pending the successful completion of the contract review process. Thank you for considering this request.

8/08/2022

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

FINANCIAL IMPACT:

\$5,571.87; KP2030-4972

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

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

CHANGE ORDER: # 1

DATE: July 27, 2022

WPCF: Building 7-Vertical Turbine Pump#2 Rebuild– General Contract

Project No. 2022.001A

TO CONTRACTOR: *(Name and address)***Corrosion Products & Equipment, Inc.**

110 Elmgrove Park

Rochester, NY 14624

The Contract is changed as follows:

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

1. The Contract sum is being increased to account for the necessary motor rebuild. The original pump rebuild amount authorized under the current contract is \$74,901.00. The net contract increase to perform the additional work is \$5,571.87. The necessary time to receive parts and complete this work will require a 32 day time extension for the VTP to be put back in service.
2. All other terms and conditions remain the same.

The original Not-to-Exceed (Contract Sum) was: \$ 74,901.00The net change by previously authorized Change Orders: \$ 0.00The Total Authorized Amount prior to this Change Order was: \$ 66,890.80The additional required sum to perform the additional required work [150 hp motor rebuild]: \$ 13,582.07The Not-to-Exceed will be increased by this Change Order in the amount of: \$ 5,571.87The new (Contract Sum) including this Change Order will be: \$ 80,472.87

The Contract Time will be increased by 32 days to return the pump to service.

The date of Substantial Completion as of the date of this Change Order therefore is: September 9, 2022*(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)*_____
ADDRESS_____
BY *(Signature)*_____
*(Typed name)*_____
DATECorrosion Products & Equip Inc.CONTRACTOR *(Firm name)*110 Elmgrove Park
Rochester, NY 14624_____
ADDRESS_____
BY *(Signature)*_____
*(Typed name)*_____
DATETown of AmherstOWNER *(Firm name)*5583 Main Street
Williamsville, NY 14221_____
ADDRESS_____
BY *(Signature)*Brian J. Kulpa_____
*(Typed name)*_____
DATE



SERVICE SYSTEMS SOLUTIONS

13.K.2.b

July 20, 2022

Amherst WWTP

Richard Rink

Re: Peerless Vertical Turbine Pump 2 Rebuild

Town of Amherst Proj. No. 2022.001A

Mr. Rink,

Please consider the following work required to bring the motor and ratchet into good operating condition.

Pick up the motor at Amherst WWTP. Disassemble, test and inspect the motor. Steam clean and oven dry all components. Resin-treat the stator windings. Bead blast and re-inspect components as required. Furnish and install replacement rolling elements for the non-reverse ratchet. Dress ratchet surfaces and apply a light coating of oil to mitigate oxidation. Dynamically balance the rotor and bearing carrier to a precision standard. Furnish and install upper thrust and lower guide bearings, using Mobil Polyrex EM grease for the lower guide bearing. Add grease fitting and spring-loaded grease relief to facilitate re-lubrication of the lower guide bearing. Reassemble the motor and perform final electrical testing. Test run the motor unloaded and perform vibration analysis. Paint the motor and perform quality control inspection.

Further details/test results are available upon request.

Delivery 3-4 weeks.

Labor 85 hours x \$105 = \$8,925

Material \$4233.70 x 1.1 = \$4,657.07

We will need direction on each of these items.

Please call with any questions or concerns.

Sincerely,

Robert Metz

315-727-4790

Cc: Pat Occhiuto, Bill Cox

ROCHESTER

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SERVICE SYSTEMS SOLUTIONS

13.K.2.b

STANDARD TERMS AND CONDITIONS OF SALE

1. **Entire Agreement.** These Terms and Conditions of Sale (which include any purchase order or other document(s) attached hereto or referencing these Terms and Conditions of Sale) (the "terms") constitute the entire, complete, and exclusive agreement between the parties with respect to goods and/or services (a "deliverable" or the "deliverables") provided to Buyer by CPE as specified in these terms. If these terms are different from, or contain terms and conditions in addition to, Buyer's purchase order or any other document provided by Buyer (including any modifications thereto), CPE expressly rejects such different or additional terms in Buyer's document, and CPE's provision of the deliverables is expressly conditioned upon Buyer's acceptance of these terms. Notwithstanding any other acts or omissions of the parties, Buyer's acceptance of a deliverable constitutes Buyer's acceptance of all of these terms.
 2. **Acceptance/Delivery.** No order or other request for deliverables will be binding upon CPE unless accepted in writing by CPE. Delivery is F.O.B. shipping point. Buyer assumes full responsibility for deliverables upon CPE's delivery to Buyer's carrier at shipping facility, including proper arrangement and security for transport. Any dates quoted for delivery are approximate only. In the event of CPE's inability for any reason to supply the total demand for deliverables, CPE may allocate its available supply among any or all purchasers, as well as departments and divisions of the CPE, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
 3. **Services.** CPE will provide such services as may be specifically described in these terms, but shall have no obligation to provide any services unless agreed to by CPE in writing. Services are not provided as work-for-hire and CPE retains on an exclusive basis all rights to any intellectual property developed, delivered and/or used in providing services.
 4. **Price.** The price for deliverables is specified in these terms. The price is exclusive of taxes and shipping related costs and is payable only in U.S. currency. Price, delivery terms, availability of deliverables and descriptions and specifications of deliverables is subject to change without notice. Buyer shall reimburse CPE for all taxes, shipping related costs or other charges which CPE may be required to pay upon the sale, transportation or use of the deliverables. The opening and maintenance of a credit account with CPE is subject to Buyer providing satisfactory references and observing all of the terms on which credit is given, including CPE's Credit Policy. CPE reserves the right to refuse to extend credit at any time and for any reason. Any discounts, rebates, warranties, or similar allowances given by CPE for the deliverables are expressly conditioned upon full and timely payment.
 5. **Payment.** At CPE's option, the price and any applicable taxes, shipping related costs or other charges is due and payable on or before delivery, or if invoiced by CPE, due and payable thirty (30) days after the date of invoice. If Buyer fails to make payment when due, in addition to CPE's other rights and remedies, Buyer shall (i) pay CPE a late charge equal to the lesser of 1.5% or the highest lawful amount which may be charged to Buyer, per month and/or part of a month on the remaining unpaid balance due to CPE; and (ii) pay all expenses of collection of amounts due CPE from Buyer, including reasonable attorneys' fees. Buyer shall not be entitled to make any deductions or set off of any amounts (including those for alleged damages) against payments due to CPE hereunder.
 6. **Security Interest.** Buyer grants CPE a purchase money security interest in all deliverables, including the proceeds, products thereof, additions and accessions thereto and replacements and substitutions thereof, with all rights and remedies of a secured party in any jurisdiction. Buyer authorizes CPE to file financing statements, or such other documents, appropriate to protect CPE's security interest, without Buyer's signature. If Buyer has granted a third party a blanket security interest in the type of collateral of which a deliverable would be characterized under the Uniform Commercial Code or applicable law, Buyer shall notify CPE of such fact in writing prior to shipment of deliverables.
 7. **Inspection.** Promptly upon delivery, but no later than five (5) days after delivery, Buyer shall (i) examine and inspect all deliverables; and (ii) notify CPE of any defect in material or workmanship or any other fact that causes the deliverables not to conform to the agreement between Buyer and CPE. Failure to so inspect and inform CPE of a defect within the foregoing time period or the use of a deliverable by Buyer at any time shall be conclusive evidence that CPE has satisfactorily tendered delivery and that Buyer has inspected and accepted the deliverables. Buyer agrees that the foregoing time period provides Buyer with a reasonable time to inspect deliverables. Should Buyer properly notify CPE of any defects in deliverables, in addition to any obligations Buyer may have to CPE, Buyer shall re-pack the deliverable into its original packaging and store that deliverable indoors and in a dry and temperature regulated facility pending instructions from CPE.
 8. **Force Majeure.** CPE is not responsible for any delay or failure to perform its obligations under these terms when such failure is due to any cause beyond its control. If shipments are delayed at Buyer's request, due to Buyer's acts or omissions, or due to circumstances that are not within CPE's control, payment shall be made by Buyer within ten (10) days after Buyer has been notified by CPE that a deliverable is ready for shipment. If shipment is delayed, in addition to any other remedy available to CPE, the deliverable may be stored by CPE at Buyer's risk and expense.
 9. **Returns/Cancellation.** No deliverable may be returned unless CPE agrees in writing and such deliverable is (i) in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. If CPE agrees to accept a return, Buyer must pay all costs and bear all risk of returning the deliverable to CPE's facility and pay a re-stocking charge starting at 30% of the price. Orders accepted by CPE can only be cancelled with the written consent of CPE, such consent to be in the CPE's absolute discretion and then only upon payment of a reasonable cancellation charge.
 10. **Buyer Responsibilities.** Buyer is responsible for obtaining any and all permits, licenses or other documents necessary for shipment, receipt or use of the deliverables and providing CPE written evidence thereof in advance of shipment. Buyer, its employees and agents will take all necessary steps to ensure that the deliverables will be set-up, assembled, installed and used (whether by Buyer or a third party) in accordance with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of all applicable governmental authorities pertaining to the installation and operation of the deliverables. Buyer shall indemnify and hold CPE and CPE's directors, officers, employees and agents harmless against any and all damages, losses, costs, claims and expenses (including, without limitation, reasonable attorneys' fees and costs whether incurred in a third party action or in an action to enforce these terms) incurred by CPE or such persons that arise out of or relate to the failure of Buyer to comply with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of applicable law or regulation pertaining to the installation and operation of the deliverables. CPE shall have no obligation to perform should Buyer be in breach of its obligations to CPE under these terms or any other contract with CPE.
 11. **Technical Advice.** Upon request, CPE may furnish such technical advice or assistance as it has available in reference to the use of deliverables. It is expressly understood, however, that all such technical advice or assistance is given AS-IS and the CPE assumes no obligation or liability for the advice or assistance given or results obtained, and all such advice or assistance is given and accepted at Buyer's risk.
 12. **Limited Warranty.** CPE warrants to Buyer that deliverables will be free from defects in material and workmanship. This warranty is not transferable or assignable and any such transfer or assignment is void.
- This limited warranty does not cover service trips, service calls and labor charges, shipment of replacement parts, or damages due to: (i) failure to install, operate or maintain the deliverables in accordance with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of applicable law or regulation; (ii) misuse, abuse, neglect or modification of a deliverable in any way; (iii) improper service or use of replacement parts or accessories that are not specified by CPE; (iv) improper installation by Buyer or a third party or any relocation of a deliverable after initial installation; (v) incorrect supply, accident, fire, flood, acts of God or other casualty; (vi) use of a deliverable other than for its intended purpose; (vii) shipment of a deliverable (all claims must be filed with the carrier); (viii) use of a deliverable in the vicinity of combustible or explosive materials; (ix) any defect in a

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Manchester, Jamaica W.I.
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F 876.963.8144



SERVICE SYSTEMS SOLUTIONS

13.K.2.b

deliverable arising from a drawing, design, or specification supplied by or on behalf of Buyer; (x) failure of parts not manufactured by CPE; (xi) Buyer cannot prove original purchase date and required annual maintenance history, if any; (xii) the serial number or any similar or other identifying information on any deliverable is removed, defaced, modified or altered in any way; or (xiii) CPE is not permitted to inspect the damaged deliverable.

CPE makes no warranty regarding any deliverables produced or supplied by parties other than CPE. Those deliverables are subject to any terms and conditions imposed by such third parties.

No person other than an executive officer of CPE has authority to change or extend the terms of the above limited warranty and Buyer confirms that no other warranty terms have been extended by CPE or are applicable to the deliverables. Changes or extensions to the terms of the above limited warranty are binding only if confirmed in writing by CPE's duly authorized executive officer.

13. Limitation on Warranties/Damages. Any claim under the limited warranty set forth in Section 12 must be made within a period of twelve (12) months from the date of shipment by CPE or such claim is waived. Except as set forth in these terms, CPE makes no representation or warranty of any type, express or implied, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of non-infringement or warranty arising from any course of dealing, course of performance or usage of trade.

CPE will not under any circumstances be liable for any special, indirect, punitive or consequential damages (even if CPE has been notified of the possibility of such damages) resulting from or related to a deliverable including, without limitation, any loss of profits or loss of opportunity.

Some jurisdictions do not allow limitations on warranties or damages, so this limitation or exclusion may not apply to Buyer.

14. Remedy. CPE's sole obligation and Buyer's exclusive remedy with respect to any deliverable, whether arising in contract, tort (including negligence), strict liability, breach of warranty or otherwise, is limited to CPE, at its discretion, replacing or repairing the defective deliverable, providing replacement parts or issuing Buyer a credit equal to the price paid to CPE for such defective deliverable, and in no event will CPE's liability exceed the amounts actually received by CPE for any deliverable.

This exclusive remedy shall not be deemed to have failed its essential purpose so long as CPE is willing and able to: (i) repair or replace a defective deliverable or parts thereof or (ii) at CPE's option, refund the price received by CPE for the defective deliverable, within a reasonable time after Buyer demonstrates that a defect exists.

15. Limitation of Actions. Any action against CPE arising out of this transaction shall be commenced within one (1) year from the date such cause of action has accrued; otherwise the same shall be barred.

16. Intellectual Property. CPE is not transferring to Buyer any patent, copyright, trademark or other intellectual property rights in or related to any deliverable, other than the limited license to use the deliverable for Buyer's internal business purposes. The deliverables provided hereunder may be subject to patent, trade secret and other intellectual property rights and Buyer agrees that should the deliverables or certain information relevant thereto be made available to others it would cause irreparable harm to CPE. Therefore, Buyer agrees not to, and not to permit others to, use, disclose, copy or replicate (through, for example, reverse engineering or other similar process) any deliverable and/or any documentation or information regarding any deliverable.

Buyer shall indemnify and hold CPE and CPE's directors, officers, employees and agents harmless from and against any and all damages, losses, costs, claims and expenses (including, without limitation, reasonable attorneys' fees and costs whether incurred in a third party action or in an action to enforce these terms) incurred by CPE or such persons that may arise out of or relate to any or all claims of any nature alleging infringement of a third-party's intellectual property rights as a result of CPE's compliance with Buyer's written specifications or instructions for the manufacture of the deliverables (the "Specifications"). The foregoing shall not apply, however, to the extent (i) such infringement arises from any deviation, embellishment, interpretation, modification or creative work performed on the part of CPE that deviates from, or is in addition to, the specific requirements of the Specifications, or (ii) Buyer can demonstrate that CPE knew or should have known in the exercise of reasonable prudence that CPE's compliance with the Specifications would infringe such third-party's intellectual property rights.

17. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws, and shall not be governed by the provisions of the United Nations Convention on Contracts for International Sales of Goods. The parties agree that all actions or proceedings between them shall be tried and litigated only in the state and federal courts located in the County of Monroe, New York.

18. Termination. CPE may terminate these terms, and have no obligation to supply deliverables, immediately upon the bankruptcy or insolvency of CPE or CPE's breach of these terms. Buyer will pay the price for any deliverables delivered on or before the date of termination. CPE is not liable for any other costs, expenses, losses, damages or liabilities arising out of such termination. Termination or cancellation will not alter or terminate any of the parties' obligations under these terms that by their nature extend beyond termination or cancellation.

19. Assignment/Subcontract. Buyer may not delegate or assign any duties or rights under these terms without CPE's prior written consent, which consent may be withheld by CPE for any or no reason. Any such delegation or assignment in violation of this section is void.

20. Severability/Revision. Should any provision of these terms be held by a court of law, or other body having proper jurisdiction, to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of these terms shall not be affected or impaired thereby and the parties agree that partial enforcement of these terms or revisions of the illegal, invalid or unenforceable provision is appropriate.

21. Notices. To be effective, all notices and other communications under these terms shall be in writing and sent to the intended recipient by personal delivery, by registered or certified mail, return receipt requested, or recognized overnight courier, at the party's address as set forth in the purchase order or other documents attached to these terms. Each party may change its address for receipt of notice by giving notice of such change pursuant to this section. Notice is given immediately upon personal delivery, or three business days following the date on which such notice is mailed in accordance with this section, or the next day following the date on which such notice is sent by overnight courier.

22. Entire Agreement, Amendment and Waiver. These terms (a) constitute the entire agreement between the parties as to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and (b) may be modified or amended only by a written document signed by CPE and Buyer. No supplement, modification or waiver of these terms will be binding unless executed in writing by the party to be bound thereby and specifically references these terms and the section(s) so modified. No waiver of any of these terms shall be deemed or shall constitute a waiver of any other term hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 26246

RESOLUTION 2022-777
ADOPTED

Loug Gehrig Field Improvements - Electric Service Upgrades CRS No. 3526

We are hereby requesting authorization to upgrade electrical service at the above location per the attached National Grid proposal of \$37,869.52. These electrical upgrades are required for the Lou Gehrig Field Improvements at 550 Smith Road.

The funds for this project are available from Bond Account No. KP-2135-4972. May we have your approval to award National Grid, the above referenced contract? This request is pending successful completion of the contract review process.

Thank you for considering this request.

8/08/2022

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

FINANCIAL IMPACT:

\$37,869.52; KP2135-4972

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



June 7, 2022

Email to: dreilly@amherst.ny.us
 Town of Amherst
 550 Smith Rd
 Amherst, New York 14051

Re: Electric Service Proposal WR# 30449432
550 Smith Rd. Lou Gehrig Field, Amherst, NY 14051

Enclosed please find a **revised** Electric Service Proposal for your request to upgrade the electric service, at the above address, to the Lou Gehrig Field Baseball Field & Shed from secondary to 277Y/480volt, 3-phase, underground service.

Pursuant to PSC No. 220 Tariff Rule 4.2.2 there is an estimated cost to you in the amount of \$37,869.52 (excluding sales tax).

***NOTE:** Sales tax has been removed from this proposal pending a copy of your tax- exempt certificate being forwarded along with this signed proposal. Failure to provide tax exempt form will prompt sales taxes to be added to the invoice.*

If this Proposal is acceptable, please sign and return this letter. Upon receipt of your acceptance, you will be billed under separate cover in the amount of \$37,869.52. This estimate is valid for 90 days from the date of this letter.

This work will be scheduled upon receipt of this signed proposal, payment of invoice, and completion of all responsibilities as outlined in the attached proposal.

Pursuant to PSC No. 220, you are responsible for the actual costs of this project. Upon project completion, costs will be reconciled to the installed span footage whenever the installed span footage varies from the footage provided in the initial design by more than 10 feet. The Company will subsequently bill you if our costs run over the invoiced amount or refund the difference if costs run below the invoiced amount. You are responsible for all invoiced amounts.

Should you have any questions, please contact me at 716-831-7192.

Sincerely,

Bernice

Bernice Montague
 Consumer Representative
 Regional Account Services
 National Grid
 144 Kensington Avenue
 Buffalo, New York 14214
Bernice.Montague@nationalgrid.com

Attachment: National Grid Proposal (RES-2022-777 : Lou Gehrig Field Improvements - Electric Service Upgrades)

WR#30449432 REVISED
550 Smith Rd.
Amherst, New York 14051

I ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS PROPOSAL:

Print Name: _____

Title:
(If applicable) _____

Signature: _____

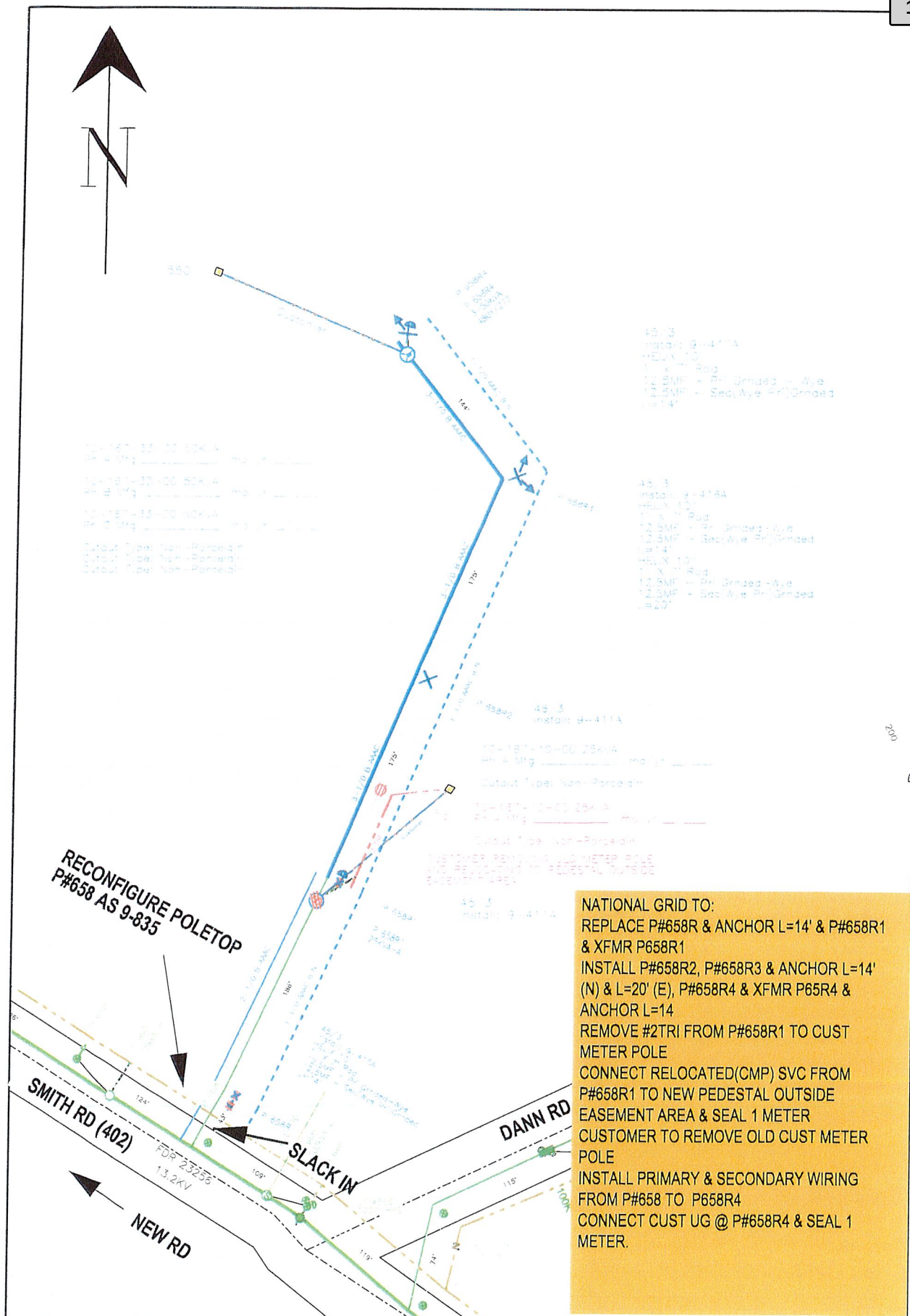
Date: _____

By signing this agreement, the signatory represents and warrants that he or she is duly authorized and has legal capacity to execute, deliver, and bind the party to this agreement.

ELECTRIC SERVICE PROPOSAL 30449432 REVISED**Town of Amherst****550 Smith Rd.****Amherst, New York 14051**

Service Work Request:	30449432
Electrical Contractor:	
Customer's Contribution:	\$37,869.52
Billing Party:	Town of Amherst
Customer's Responsibilities:	➤ Return signed Proposal cover letter, if accepted ➤ Provide all necessary right-of-way easements ➤ Notify National Grid if any changes in the Billing Party occur ➤ Payment in full, upon receipt of invoice ➤ Provide copy of Tax-Exempt Certificate ➤ Install transformer pad ➤ Remove old customer meter pole and relocate to pedestal outside easement area ➤ Refer to and follow service specifications as noted in ESB 750 & 754/759.
National Grid Responsibilities:	• REPLACE P#658R & ANCHOR L=14' & 658R1 • INSTALL P#658R2, P#658R3 & ANCHOR L=14' (N) & L=20' (E), P#658R4 & XFM P65R4 & ANCHOR L=14 • REMOVE #2TRI FROM P#658R1 TO CUST METER POLE • CONNECT RELOCATED(CMP) SVC FROM P#658R1 TO NEW PEDESTAL OUTSIDE EASEMENT AREA & SEAL 1 METER • CUSTOMER TO REMOVE OLD CUST METER POLE • INSTALL PRIMARY & SECONDARY WIRING FROM P#658 TO P658R4 • CONNECT CUST UG @ P#658R4 & SEAL 1 METER.
Construction Lead Time:	Approximately 6-8 weeks will be necessary for construction. Upon receipt of payments, permits, right-of-way and the signed Agreement, this project will be added to National Grid' construction schedule. Note: Payment must be made upon receipt of invoice. The correct mailing address for payments will be noted on the invoice you receive.
Customer Communications Update:	If a progress report is needed during construction, including the expected date for the Owner project completion, the expected completion date for the utility's work, and confirmation of the expected date for the service connection of permanent power, please contact the Company Job Owner at the number listed below.
Remarks:	This Proposal is based upon projected cost and rate schedule provisions in effect at the date of this proposal and will be withdrawn if not accepted within 90 days of the date of this Proposal. This proposal and all attached documentation are proprietary property of National Grid and can only be used for its intended purpose and shall not otherwise be disclosed.
Prepared By:	<i>Bernice Montague</i> June 7, 2022 Regional Account Service (716) 831-7192

Attachment: National Grid Proposal (RES-2022-777 : Long Gehrig Field Improvements - Electric Service Upgrades)



RECONFIGURE POLETOP
P#658 AS 9-835

NATIONAL GRID TO:
REPLACE P#658R & ANCHOR L=14' & P#658R1
& XFMR P658R1
INSTALL P#658R2, P#658R3 & ANCHOR L=14'
(N) & L=20' (E), P#658R4 & XFMR P658R4 &
ANCHOR L=14
REMOVE #2TRI FROM P#658R1 TO CUST
METER POLE
CONNECT RELOCATED(CMP) SVC FROM
P#658R1 TO NEW PEDESTAL OUTSIDE
EASEMENT AREA & SEAL 1 METER
CUSTOMER TO REMOVE OLD CUST METER
POLE
INSTALL PRIMARY & SECONDARY WIRING
FROM P#658 TO P658R4
CONNECT CUST UG @ P#658R4 & SEAL 1
METER.

NATIONAL GRID USA		03-21-30449432	
WORK REQUEST: 03-21-30449432	DESCRIPTION:	☐ BUILT AS DESIGNED	T.D/T.C. 5054
STORMS ORDER: 30449432 DATE: 04/04/2022	LOU GEHRIG FIELD	☐ AS BUILT CHANGES	FEEDER NO. 23256
DESIGNER: Strauss, Steven	480/277V 3 PH	PHONE NUMBER:	718-346-0826
JOB TITLE: LOU GEHRIG FIELD.	320 AMP SERVICE	DATE:	SHEET 1 OF 2
FOREMAN SIG:	EMP ID:	SUPV SIG:	

0 70 140 FT

☒ MAINLINE MAP/VOLTAGE CONVERSIONS UPDATE REQUIRED


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 26195

RESOLUTION 2022-778
ADOPTED

Payment Authorization for Sole Source Vendor

We are requesting your approval to authorize the Town Comptroller to pay the attached invoice/purchase order (PO # 22220212 for \$12,840.28) associated with this sole source vendor, Peirce-Eagle Equipment Co.

We are required to purchase from Peirce Equipment as they represent a sole source for Highway to purchase specific parts that are specific to the VAC-CON trucks. No other vendor manufactures or supplies these materials/parts in the states of New Jersey and New York.

Please approve the above request and authorize the payment of PO number 22220212 in the amount of \$12,840.28 as sole source purchases. Funding is available with the 2022 budget. Thank you!

8/08/2022

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

FINANCIAL IMPACT:

H8000 : 2600

\$12,840.28

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqueline 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: 08/08/22 03:00 PM
 Department: Human Resources
 Initiated by: **Robert McCarthy**
 Co-Sponsored by:

DOC ID: 26236

RESOLUTION 2022-779

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 August 9, 2022 at an hourly rate of \$22.046 for Jason Bialkowski (still pending).

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

8/08/2022

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: 08/08/22 03:00 PM
 Department: Planning
 Initiated by: **Dan Howard**
 Co-Sponsored by:

DOC ID: 26208

RESOLUTION 2022-780

ADOPTED

Travel Request to the 2022 NY Upstate APA Conference

Please approve a travel request to the 2022 NY Upstate APA Conference from October 12 to October 14, 2022 for Kimberly Amplement, Planner. Costs will not exceed \$400.

Conference training provides core functional areas of governmental planning.

8/08/2022

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

FINANCIAL IMPACT:

Not to exceed \$400. Funds are available in the Planning Department's Training budget (A8020-4120).

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

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Kimberly Amplement	8597	Planning	716-631-7051

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
Oct. 12, 2022	Oct. 14, 2022	Buffalo, NY	APA (American Planning Association) Conference

Expenses

	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ \$0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ \$			
Meals:			
IRS Per Diem Per Day: \$			
1st & Last Day of Travel @ 75%			
# Breakfasts @ \$			
# Lunches @ \$			
# Dinners @ \$			
# Incidentals @ \$			
Registration/Conference Fee	\$347.58	A-8020-4120	
Other			
Subtotal			N/A
Contingency - 10% of subtotal or \$200			N/A
TOTAL			

Request Approved By:



Department Head Signature

7/28/22
Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Kim Amplement 7/28/22
Employee Signature Date

Kim Amplement
Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: 2022 APA conference request (RES-2022-780 : Travel Request to the 2022 NY Upstate APA Conference)

Joint Annual Planning Conference



OCT
12

2022 NY Upstate Chapter APA Joint Conference

by NY Upstate Chapter American Planning Association

65 followers [Following](#)

\$0 – \$450

[Register](#)

2022 NY Upstate Chapter APA Joint Conference hosted by the WNY APA and the NYU ASLA from October 12 - October 14, 2022.

About this event

Registration is now OPEN!

Check the Conference Website for all the details!

www.resilient-together.com

Aloft Buffalo Downtown / 500 Pearl

500 Pearl Street, Buffalo, NY 14202

Date and time

Wed, Oct 12, 2022, 12:00 PM –
Fri, Oct 14, 2022, 12:00 PM EDT

Location

Aloft Buffalo Downtown
500 Pearl Street
Buffalo, NY 14202
[View map](#)

Refund policy

No Refunds

Attachment: 2022 APA conference request (RES-2022-780 : Travel Request to the 2022 NY Upstate APA Conference)

2022 NY Upstate Chapter APA Joint Conference

Wed, Oct 12, 2022 12:00 PM - Fri, Oct 14, 2022 12:00 PM EDT

Enter promo code

Full Conference - Early Bird - APA/ASLA Member**\$325.00** +\$22.58 Fee

146 REMAINING Sales end on Aug 15, 2022

1 ▼

Full Conference - Early Bird - Non-Member**\$400.00** +\$27.37 Fee

100 REMAINING Sales end on Aug 15, 2022

0 ▼

Full Conference - APA/ASLA Member**\$375.00** +\$25.79 Fee

150 REMAINING Sales end on Sep 23, 2022

0 ▼

Full Conference - Non-Member**\$450.00** +\$30.58 Fee

100 REMAINING Sales end on Sep 23, 2022

0 ▼

Two Day - Early Bird - APA/ASLA Member**\$275.00** +\$19.58 Fee

0 ▼

Checkout

Joint Annual Planning Conference

**Order summary**

1 x Full Conference - Early Bird - APA/ASLA Member \$325.00

Subtotal \$325.00

Fees ⓘ \$22.58

Total \$347.58

Price includes tax

Attachment: 2022 APA conference request (RES-2022-780 : Travel Request to the 2022 NY Upstate APA Conference)



Draft List of Session Presentations

**Note: Session list is subject to change and not all session proposals listed may occur.*

Session Name	Session Description
Harriet Tubman - Creating a National Park for this Hero of the Underground Railroad.	Harriet Tubman has become the face of the Underground Railroad. Learn about the complex process to create the "Harriet Tubman National Historical Park". Also discussed will be the economic impacts and benefits that this type of heritage Tourism brings to local communities.
Resiliency: from Ecosystems to Cities	This session will identify five essential characteristics of resilient ecosystems and translate these into design strategies we can apply to enhance the adaptability of the built environment. The ultimate lowdown on resiliency theory, this session will illustrate the importance of disturbance as a creative force, surpassing earlier concepts of sustainable development.
Planning for Climate Vulnerability and the Future of Regional Resilience	This session will present a regional planning framework for understanding and addressing climate vulnerability in three topic areas: natural resources protection, transportation infrastructure & services, and climate justice for underserved communities.
Downtown Revitalization Initiative Insights: So, you think you want to be a DRI community?	DRI designation: sought by many and attained by precious few. But what are DRI's wider community revitalization implications? How can communities use the DRI application process to advance downtown development if they don't win? Round 1, 3 and 5 DRI representatives will discuss lessons learned, things they may have done differently, the challenges they faced and how they overcame them.

UrbanPlan - Fundamental Forces of Development	UrbanPlan is a realistic and engaging exercise created by the Urban Land Institute where participants learn the fundamental forces that affect development in our communities. As part of this session, participants create a hypothetical site plan and associated financial model to explore issues of affordable housing, equity and sustainability.
A Picture is Worth 1,000 Words in Zoning Codes	Emergence from a pandemic, climate change, rapidly shifting economic realities, and significant changes in quality-of-life measures and lifestyle preferences are rapidly changing public expectations around how zoning codes should serve their communities and how user-centered service and technology developments can narrow the gap between dated, complex zoning regulations and how they are communicated to the public. We will present several case studies and some examples of how communities have successfully overcome challenges and implemented design and technology upgrades that have made real improvements in the usability of their zoning codes for the public while saving municipal staff members valuable time and resources spent administering that code.
Great Street Design is Community Development	Streets make up the largest, most impactful areas of public ownership in our communities. Streets have the capabilities to address a variety of challenges facing our communities today not just transportation. This session will identify the variety of capabilities resulting from high-quality street design and strategize about how we can incorporate these ideas into our own communities.
Suburban Redevelopment in Upstate NY	Creating higher density, walkable, mixed-use centers in smaller communities has become a crucial development strategy across the United States. However, this trend has not become widespread in Upstate New York. Why is that? Creating vibrant mixed-use centers has proven to be a catalytic tool in community revitalization - attracting new residents, providing age-in-place opportunities, combatting environmental and sustainability concerns associated with typical suburban development, and helping to create a stronger sense of place. This session will explore this topic in detail and discuss what this could mean for communities across the state.
Hub and Spoke Transportation Planning for eTOD	Learn how state government, consultants, intermediaries, community organizations, and neighborhood residents can partner to implement comprehensive planning goals through innovative public participation and community organizing.

Region Central: Re-envisioning Route 198 and the Scajaquada Corridor	Region Central is a comprehensive, inclusive, and visionary effort to reimagine Route 198 and mobility options within the Scajaquada Corridor. This session will focus on the effort underway, led by the Greater Buffalo Niagara Regional Transportation Council that is taking a holistic, scenario planning approach to strengthen all of the community assets in the heart of Buffalo Niagara to create a safe, healthy, and equitable region for all.
Coastal Resiliency in New York's Great Lakes	The five-region Coastal Lakeshore Economy and Resiliency (CLEAR) initiative funded by the New York State Department of State focuses on resilient planning approaches to reduce recurrence of damages associated with changing water levels along Lake Ontario and the St. Lawrence River. This session will also present community engagement techniques and updates on the local, regional, and statewide implementation of CLEAR.
Tackling Housing Affordability and Climate Change with Local Comprehensive Plans	Best practices used in the Trumansburg and Dryden Comprehensive Plans address current complex topics, including housing affordability, climate change, and municipal fiscal management. These ambitious plans may be implemented using various actions like zoning and other tools.
Re-envisioning the Backyard: Leveraging Your Community's Fading Spaces	This session introduces how Planners and Landscape Architects work hand in hand to create amazing public spaces that utilize the strengths of both professions. By combining skill sets the community benefits at the large and detailed scales. Working together simultaneously creates a plan that includes the greatest population while engaging and activating the final product for the long-term success.
Green Innovation Grant Program Lessons Learned	EFC has worked with communities across New York State to implement resilient green infrastructure projects. The focus of this presentation will be to highlight successful projects.
Cooperative Visions for the Next Century: Re-imagining the Master Plan	Our cities are changing. The future of living is shifting in unprecedented ways. As landscape designers and planners of cities we must develop new processes and frameworks to prepare the future. This panel will use case studies to re-imagine the master plan process as a lens to evaluate this change.
Regional Strategies for Community Resilience and Consensus Planning	How do planners and landscape architects balance social, environmental, and community benefits at the regional scale while realizing flood risk mitigation and increased resilience for communities located within 100-year floodplains? Consensus-based planning can highlight local multi-benefit solutions to complex regional challenges. This session will share techniques and best practices for regional-scale community resilience planning.
Resilient Infrastructure on the City Scale: Leveraging Design to Reduce Flood Risk	This multidisciplinary panel will discuss the development of multi-purpose resilient infrastructure systems and risk reduction strategies at the city scale showing examples from Hoboken, NJ. Speakers will present best practices for implementing coastal resiliency programs on the city-scale from the perspective of client and design practitioner with an emphasis on inclusive community participation and placemaking.

How to Make Urban Positive Architecture and Avoid Beige Buildings	This session will examine notable streets and their buildings to identify building design principles that enable placemaking and avoid the construction of new "beige" buildings. Participants will then apply these principles in a hands-on session to improve the architecture of a street, enabling them to apply these to their own communities.
Crafting the next three generations of planners and landscape architects	Crafting the next three generations of practitioners should be an intentional process. This session will discuss what it takes to move through four stages of professional development: Novice/Apprentice, Practitioner, Mentor, and Leader.
Freeway Fighters - Reconnecting Our Communities in New York State	In this session, a diverse group of experts in their field will discuss their experiences addressing the challenges created by the construction of highways and freeways in the cities of New York State and their efforts to remedy these problems through highway removal.
Using Play as Community Empowerment: Roundtable discussion sharing experiences and perspectives	Recent years have shown that community engagement that empowers is critical to long term success. This session examines design history as well as the challenges found in traditional engagement techniques and shares how using social science and play fosters meaningful public participation for a wide range of project types. Panelists will share the outcomes play generated for their projects and communities, as well as how they grew and expanded their process as facilitators.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 26235

RESOLUTION 2022-781

ADOPTED AS AMENDED

AMENDMENT OF RESOLUTION #: 2022-748 2022 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS #3500)

TOWN BOARD AGENDA ITEM: AUGUST 8, 2022

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: AMENDMENT OF RESOLUTION #: 2022-748
 2022 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS #3500)**

Kindly adopt amending the above Town Board Resolution to read as follows:

WHEREAS, the Bureau of Justice Assistance has combined funding available through the Edward Byrne program and is offering grant money to the City of Buffalo and the Towns of Amherst and Cheektowaga; and

WHEREAS, The Town of Amherst will receive approximately \$13,252.00 to utilize for a number of purposes including but not limited to additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice; and

WHEREAS, the Town of Amherst will need to contribute \$2,114.80 of local funds to complete this project; and

WHEREAS, the City of Buffalo will serve as the lead agency for the purpose of securing and administering these grant funds;

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is hereby authorized and directed to execute all documents pertaining to the application and acquisition of said funding including a Memorandum of Understanding with the other municipal partners in this collaborative effort.

BE IT FURTHER RESOLVED, that a budget transfer in the amount of \$2,114.80 is approved from A3120 .2130 into A3120 .4099 to fund the Town Grant Match. Also, a budget amendment increase be approved for the 2022 Edward Byrne Memorial Justice Assistance.

Grant Budget: A3131-02800	Town Match Grant	\$2,114.80
A3131-04389	Federal Grant Revenue	\$13,252.00
A3131-2130	Computer Equipment	\$15,366.80

Pending CRS approval.

SPC: msl

C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 8, 2022)**

8/08/2022

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion was then made by Supervisor Kulpa to amend, seconded by Councilmember Bucki and unanimously approved 5-0. Amendment adds "**pending CRS approval**".

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

FINANCIAL IMPACT:

A3130 .04389: (\$13,252.00)

A3120 .4099: \$2,114.80

RESULT:	ADOPTED AS AMENDED [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: 08/08/22 03:00 PM
 Department: Senior Services
 Initiated by: **Melissa Abel**
 Co-Sponsored by:

DOC ID: 26216

RESOLUTION 2022-782
ADOPTED
Presenter/Performer Commitment Form CRS #3483

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment Form between the Town of Amherst (Department of Senior Services) and the musical group the "Nitetones".

8/08/2022

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

FINANCIAL IMPACT:

The cost of \$600.00 per event charged to A6772-4090

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

TOWN OF AMHERST

PRESENTER/PERFORMER COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Presenter/Performer Name: The Nitetones

Payment/Check payable to: The Nitetones

Address: 94 Suzette Drive

Cheektowaga, NY 14227

Program (and any Future Events): August 2022 Summer Concert

This is a 5 year contract.

Start Date: August 15, 2022

End Date: August 15, 2027

Cost Per Event: \$600.00

The Nitetones, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.

Thomas J. Kulpa
Presenter/Performer Signature

6-1-22

Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name: _____

CRS#: _____

Vendor Name: _____



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Senior Services
 Initiated by: **Melissa Abel**
 Co-Sponsored by:

DOC ID: 26237

RESOLUTION 2022-783

ADOPTED

Balloon Entertainment Independent Contractor- Bruce Ruark

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment form between the Town of Amherst (Department of Senior Services) and Bruce Ruark/Mr. No the Balloon Guy pending successful completion of the routing process.

8/08/2022

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

FINANCIAL IMPACT:

The cost of \$300 per event charged to A6772 4090

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

TOWN OF AMHERST

PRESENTER/PERFORMER COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Presenter/Performer Name: Bruce Ruark/Mr. No the Balloon Guy

Payment/Check payable to : Bruce Ruark

Address: 67 Linden Avenue

Kenmore, NY 14217

Program (and any Future Events) : Volunteer Dessert Reception

This is a 1 year contract.

Start Date: 8/13/2022

End Date: 8/13/2023

Cost Per Event: \$300

Bruce Ruark, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.

Presenter/Performer Signature

Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name: _____

CRS#: _____

Vendor Name: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26239

RESOLUTION 2022-784
ADOPTED

Pre-Payment Authorization for CRS #3398

Authorize the following payment schedule for a previously approved contract (CRS #3398) with 360PSG for website development services under the Drug Free Communities Grant: 50% deposit on Project Initiation and 25% billed at 30 days and 25% billed at 60 days.

8/08/2022

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

FINANCIAL IMPACT:

A 7257.4110 - up to \$5,000.00

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqueline 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: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26204

RESOLUTION 2022-785
ADOPTED

Amendment - Child Day Care Services CRS #3495

Authorize the Supervisor to sign an amendment to CRS #2817 (Child Day Care Services Agreement) between the Town of Amherst (Youth & Recreation Department) and the Erie County Department of Social Services in order to raise the reimbursement rate retroactively for the 2021-2022 school year.

8/08/2022

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

FINANCIAL IMPACT:

A 7145.02070; TBD

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

AMENDMENT OF AGREEMENT

BY AND BETWEEN THE

ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

TOWN OF AMHERST YOUTH BOARD

THIS AMENDMENT is made as of the date of the last signature affixed hereto, by and between the County of Erie through the Erie County Department of Social Services, with offices located at 95 Franklin Street, Buffalo, New York 14202, hereinafter called the Department and **Town of Amherst Youth Board** with offices located at **1615 Amherst Manor Dr. Williamsville, NY 14226, 4255 Harlem Rd. Amherst, NY 14226, 5005 Sheridan Dr. Williamsville, NY 14221 and 730 Hopkins Rd. Williamsville, NY 14221** hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the parties entered into a contract for the purchase of Day Care Services, contract number **DC 1720**, for the period **09/01/21** through **08/31/2022**; and

WHEREAS, the Department wishes to amend this agreement to revise language relative to background checks performed by the Contractor during the term of their contract; and

WHEREAS, the Department wishes to amend this agreement to include new regulations of the New York State Office of Children and Family Services relative to child absences, effective 12/01/2021.

NOW THEREFORE, the parties hereto in consideration of the above, do mutually agree as follows:

1. The contract between the Department and the Contractor shall be amended by replacing all language in paragraph 4 "Background Checks" with the following:

The Contractor shall comply with all requirements of the New York State Office of Children and Family Services (OCFS) relative to the new comprehensive background checks, as required by the Child Care and Development Block Grant Act (CCDBG) and New York Social Services Law, effective September 25, 2019.

Said compliance includes timely completion and submission of the OCFS-6000 packet, and any additional forms described therein as required for your day care center. Background check will include fingerprinting of all owners, operators, employees, teachers and volunteers in your day care center. Once individuals complete the screening required under CCDBG and they are approved for their roles, the approval is valid for up to five (5) years unless they cease work in any program for more than 180 days, or a new issue emerges in their background check.

For questions regarding the OCFS required background checks, or instructions

for completing same, please contact your OCFS Licensor. Additional information can also be found at <https://ocfs.ny.gov/programs/childcare/ccdbg/>.

2. The contract between the Department and the Contractor shall be amended by replacing all language in paragraph 21 "Payment for Temporary Absence", including all subparagraphs, with the following:

Per regulation 18 NYCRR Part 415.6(b), effective 12/01/2021 the Department shall pay the Contractor for child care services for children who are temporarily absent from the Contractor:

- a. 24 required absences per State fiscal year (April 1st-March 31st) regardless of the reason for the temporary absence. In addition, the Department has elected to give an additional 36 absences for a total of 60 absences per State fiscal year.
- b. The Contractor shall timely submit claims to the Department on such forms and in such manner as the Department prescribes.
- c. The Contractor certifies that it requires the parents whose child care costs are not paid by or subsidized by the Department to make payments for days when their children are absent from care.
- d. be open and available to provide care on the day the child is absent.

3. All other terms and conditions of said contract shall remain unchanged and in full force.

DC 1720

TOWN OF AMHERST YOUTH BOARD

21-3544-SW

NOW THEREFORE, the parties hereto have signed their name to this Amendment the day and year first above written.

APPROVED AS TO CONTENT

APPROVED AS TO FORM
ECDSS OFFICE OF COUNSEL

BY: _____

BY: _____

DATE: _____

DATE: _____

FOR THE CONTRACTOR: 

(Signature)

TITLE: 

STATE OF NEW YORK)
COUNTY OF ERIE)

On this ____ day of _____, 20____, before me personally came _____, to me known, who, being duly sworn, did depose and say that (s)he resides in _____; that (s)he is an (the) _____ of the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her) his name thereto by like order.



NOTARY PUBLIC

My Commission expires on _____.

FOR THE ERIE COUNTY DEPT. OF SOCIAL SERVICES:

COMMISSIONER

Date: _____

FOR THE COUNTY OF ERIE:

MARK POLONCARZ / MARIA WHYTE
County Executive / Deputy County Executive

Date: _____

Attachment: Child Day Care Services Amendment (RES-2022-785 : Amendment - Child Day Care Services CRS# 3495)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26224

RESOLUTION 2022-786
ADOPTED

Polling Location Lease Agreement (HRCC) - CRS #3530

Authorize the Supervisor to sign an agreement between the Town of Amherst and the Erie County Board of Elections for use of the Harlem Road Community Center as a polling place in 2022.

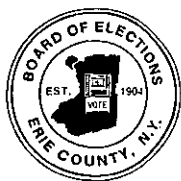
8/08/2022

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

FINANCIAL IMPACT:

A 1620.02770; -\$300.00 (revenue)

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

POLLING LOCATION LEASE AGREEMENT**CITY/TOWN & DISTRICTS**

This agreement made on the _____ (date), by and between the **HARLEM ROAD COMMUNITY CENTER**, hereinafter known and referred to as the **OWNER**, and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT**.

Witnesseth that said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

CITY/TOWN DISTRICT(S): **AMHS 008, 009, 010.**
 LOCATION: **HARLEM ROAD COMMUNITY CENTER**
 ADDRESS: **4255 Harlem Road, Amherst NY 14226**

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.

PRIMARY CONTACT: Mary-Diana Pouli

DELIVERY CONTACT: Gregg Bennett

PHONE NUMBER: 631-7132 x7532

PHONE NUMBER: 631-7202/435-0043

EMAIL: mpouli@amherst.ny.us

EMAIL: gbennett@amherst.ny.us

BUILDING OPENER: Greg Bennett, Maintenance

CELL PHONE NUMBER: 716-435-0043

EMAIL: gbennett@amherst.ny.us

As a place to hold official voter registrations and conduct elections in accordance with the provisions of the New York State Election Law on the dates listed below:

PRIMARY ELECTION: TUESDAY, JUNE 28, 2022

PRIMARY ELECTION: TUESDAY, AUGUST 23, 2022

GENERAL ELECTION: TUESDAY, NOVEMBER 8, 2022

The TENANT agrees to pay the OWNER **\$100** for each election listed above for the use of the **4255 Harlem Road, Amherst NY 14226**

The TENANT is to have uninterrupted use and possession of the leased area on each said date from 5:30 am, being one-half hour prior to the opening of the polls until 9:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

The OWNER hereby promises, covenants and acknowledges as follows:

- A. To furnish necessary light, heat, and if available, cooling, to the leased area;
- B. To provide twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
- C. To ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
- D. That there is a functional restroom facility available for use by employees of the TENANT during said day; and
- E. That political contributions by the OWNERS of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

- A. Not to use said premises, or any part thereof, for any purpose other than the official voter registration and election functions;
- B. Not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
- C. To punctually pay said rent as the same accrues; and
- D. To take special care that no damage happens to the building, or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence by the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than four weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damaged, restricted, or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

ERIE COUNTY BOARD OF ELECTIONS:

OWNER: _____

BY: _____

Ralph M. Mohr, Commissioner of Elections

PRINT NAME: _____

Jeremy J. Zellner, Commissioner of Elections



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26225

RESOLUTION 2022-787

ADOPTED

Polling Location Lease Agreement (Clearfield) - CRS #3531

Authorize the Supervisor to sign an agreement between the Town of Amherst and the Erie County Board of Elections for use of the Clearfield Community Center as a polling place in 2022.

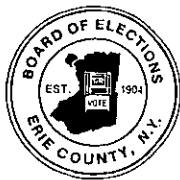
8/08/2022

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

FINANCIAL IMPACT:

A 7141.02770; -\$300.00 (revenue)

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

POLLING LOCATION LEASE AGREEMENT**CITY/TOWN & DISTRICTS**

This agreement made on the _____ (date), by and between the **CLEARFIELD COMMUNITY CENTER**, hereinafter known and referred to as the **OWNER**, and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT**.

Witnesseth that said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

CITY/TOWN DISTRICT(S): **AMHS 045, 046, 048, 049, 052, 053, 054.**

LOCATION: **CLEARFIELD COMMUNITY CENTER**

ADDRESS: **730 Hopkins Road, Williamsville, NY 14221**

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.

PRIMARY CONTACT: Mary Diana Pouli

DELIVERY CONTACT: Eric Guzdek

PHONE NUMBER: 631-7132 x7532

PHONE NUMBER: 716-207-2227 cell

EMAIL: mpouli@amherst.ny.us

EMAIL: eguzdek@amherst.ny.us

BUILDING OPENER: Tony Vega

CELL PHONE NUMBER: 716-207-2226

EMAIL: vegat@amherst.ny.us

As a place to hold official voter registrations and conduct elections in accordance with the provisions of the New York State Election Law on the dates listed below:

PRIMARY ELECTION: TUESDAY, JUNE 28, 2022

PRIMARY ELECTION: TUESDAY, AUGUST 23, 2022

GENERAL ELECTION: TUESDAY, NOVEMBER 8, 2022

The TENANT agrees to pay the OWNER **\$100** for each election listed above for the use of the **1901 Sweet Home Road, Amherst, NY 14228**

The TENANT is to have uninterrupted use and possession of the leased area on each said date from 5:30 am, being one-half hour prior to the opening of the polls until 9:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

The OWNER hereby promises, covenants and acknowledges as follows:

- A. To furnish necessary light, heat, and if available, cooling, to the leased area;
- B. To provide twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
- C. To ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
- D. That there is a functional restroom facility available for use by employees of the TENANT during said day; and
- E. That political contributions by the OWNERS of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

- A. Not to use said premises, or any part thereof, for any purpose other than the official voter registration and election functions;
- B. Not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
- C. To punctually pay said rent as the same accrues; and
- D. To take special care that no damage happens to the building, or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence by the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than four weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damaged, restricted, or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

ERIE COUNTY BOARD OF ELECTIONS:

OWNER: _____

Ralph M. Mohr, Commissioner of Elections

BY: _____

Jeremy J. Zellner, Commissioner of Elections

PRINT NAME: _____



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26233

RESOLUTION 2022-788

ADOPTED

Purchase Approval (Energysys)

Authorize the purchase of replacement ice resurfacer batteries from Energysys under Sole Source Resolution 2022-605 (6/6/22) as part of an approved and bonded 2022 CIP Project, YR-1.

8/08/2022

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

FINANCIAL IMPACT:

KP 2220.2600: \$52,300.00

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



Power/Full Solutions

2366 Bernville Road
Reading, PA 19605
Phone: (800) 538-3627
www.EnerSys.com

Q-398826-2

Date: 3/14/2022
Expires On: 3/31/2022
Delivery Terms:
Payment Terms: ()

Prepared For:

Northtown Center a Amherst
1615 Amherst Manor Drive
Buffalo, New York, 14221
United States
Contact: Eric Guzdek

Prepared By:

Lorraine Schweizerhof
Inside Sales Representative
Email: lorraine.schweizerhof@enersys.com
Phone: (267) 228-6796
Mobile: +1 2672286796

Shipping Address:

Northtown Center a Amherst
1615 Amherst Manor Drive
Buffalo, New York, 14221
United States

End User:

N/A

Mike Kianka|Product Support Rep|EnerSys
22 Corporate Circle East Syracuse NY 13057
Mobile 315-575-1875|Office 1-888-343-5526
mike.kianka@enersys.com

NEXSYS OPTION

Item #	Catalog #	Description	Qty	Price	Total
1	511067T2-SGRN	BATT,20-6NXS660	4	USD 9,661.00	USD 38,644.
Family: NEXSYS 2V, Type: 20-NXS660, A.H. / KWH: 660 / 25.74, L x W x H: 44.47" x 17.82" x 22.75", Weight: 1845lbs min., Spec Notes: N/A					
Additional Notes: Cover: NO, Termination: D POSITION, Lead Length: 20, Connector: SB350, Color: ORANGE					
2	NIP3-LP-5Y	NEXSYS+,3PH,21KW,72/80V,480VAC	2	USD 6,828.00	USD 13,656.
Additional Notes: Profile: NEXSYS STANDARD, Connector: SB350, Connector Color: ORANGE					
				SUBTOTAL	USD 52,300.

Unless otherwise stated, quotation does not include sales tax

****TRUCK SPECS REQUIRE VERIFICATION****

****RE-STOCKING FEES APPLICABLE**

Please reference this quote number on your PO

EnerSys Terms and Conditions

- This Quote is subject to the Conditions of Sale found at <http://terms.enersys.com>
- Prices shown are for delivery within the 48 contiguous United States.

Attachment: Q-398826-20220314-1450 (RES-2022-788 : Purchase Approval (EnerSys))


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26232

RESOLUTION 2022-789
ADOPTED
User Agreement (Rotary) - CRS #3497

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and the Rotary Club of Williamsville for use of a parking lot at the Northtown Center at Amherst for a charity car show on August 14, 2022, pending successful completion of the contract routing process.

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

USER AGREEMENT

This Agreement, by and between the Town of Amherst (TOWN) and the Rotary Club of Williamsville, PO Box 45, Williamsville, NY 14231-0045, is as follows:

The TOWN hereby grants permission for the Rotary Club of Williamsville to offer a car show in the parking lot of the Northtown Center at Amherst, 1615 Amherst Manor Drive, Williamsville, NY 14221 on Sunday, August 14, 2022.

The Rotary Club of Williamsville hereby agrees to indemnify and hold the TOWN harmless from any and all bodily injury or property damage claims or incidents that are a direct result of the Rotary Club of Williamsville's use of TOWN property.

The Rotary Club of Williamsville is required to sign and adhere to the terms and conditions of the addendum to contract attached hereto and made a part hereof.

Town of Amherst

By: _____

Brian J. Kulpa
Supervisor

Date: _____

Rotary Club of Williamsville

By: _____

Richard A. Wojtowicz
President

Date: July 2, 2022

Attachment: Rotary Car Show Contract (RES-2022-789 : User Agreement (Rotary) - CRS #3497)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.
4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate.
 - (c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

- (a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
- (b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law Section 222-a.
- (e) Preference in employment of persons required by Labor Law Section 222.
- (f) Eight-hour workday as required by Labor Law Section 220(2).
- (g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
- (h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

WILLIAM SUILLÉ ROTARY

Print Name of Company

By: [Signature]
Signature

RICHARD A. WOJCIWICZ

Printed name

Date: 7-29-2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/13/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita PHONE (A/C, No., Ext.): 1-833-3ROTARY FAX (A/C, No.): 630-285-4062 E-MAIL ADDRESS: rotary@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Westchester Surplus Lines Insurance Company	
NAIC # 10172	
INSURED All Active US Rotary Clubs & Districts Amherst & Williamsville Rotary Clubs ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	
INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		G73578917 001	7/1/2022	7/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPI/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			G73578917 001	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER Town of Amherst New York, 5583 Main St., Williamsville, NY 14221 FOR: AMHERST & WILLIAMSVILLE ROTARY CLUBS ANNUAL AUTO SHOW / AUGUST 14, 2022 - 7:00 AM > 6:00 PM held at the NORTHTOWN CENTER at AMHERST	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26181

RESOLUTION 2022-790

ADOPTED

Market Performer (Croft) - CRS #3485

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Ed Croft for a Bassett Park Farmers' Market Concert on September 18, 2022.

8/08/2022

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

FINANCIAL IMPACT:

A 7142.4150; \$250.00

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



TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT

13.S.7.a

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor -
Liaison

Commission

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec

March 23, 2022

Ed Croft
106 Monterey Road
Tonawanda, NY 14150

Dear Ed Croft,

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that our sound technician can contact you closer to your date of performance: Ed Croft 845-667-9284

Ed Croft, Musician, agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

Date: Sunday, September 18, rain or shine
Time: 10am – 12:30pm
Location: Bassett Park, 359 Klein Road, Amherst, NY 14221
Fee: \$250.00 (100/hr) (check payable to Ed Croft)
Breaks: 2 (2) ten minute breaks, as needed

Attachment: Ed Croft (RES-2022-790 : Market Performer (Croft) - CRS #3485)

Name of Entity:

Identify Type of Business Entity:

(e.g. Individuals, D/B/A, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

*

Name

Date

Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

Town of Amherst:

Brian J. Kulpa, Supervisor

Date


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26182

RESOLUTION 2022-791
ADOPTED

Market Vendor (Cookies by AC) - CRS #3486

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Cookies by AC for participation in the Farmers' Markets at Bassett Park for 2022.

8/08/2022

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

FINANCIAL IMPACT:

A 7145.01980; up to -\$40.00 (revenue)

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



Town of Amherst – Youth and Recreation Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a \$20.00 fee, per event. Please be aware, this fee must be submitted **after** complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.



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

Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,



The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link for all 2022 events after the contract deadline has passed. Vendors may use this link to complete their registration for any and all events included in the link. Vendors may not share the link with any other party and/or vendor(s). Resource coordinator will confirm participation based on qualified vendor submissions prior to April 30, 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: Cookies by AC
Contact: Alyssa Cerny
Address: 81 Greencastle Ln, Williamsville, NY 14221
Email Address: alyssacerny@gmail.com Phone: (716) 510-8960

Please give a Description of Services and/or Items to be sold:

cookies/baked goods

Attachment: CookiesByACContractwCOL (RES-2022-791 : Market Vendor (Cookies by AC) - CRS #3486)



Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine**. Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than March 25, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
 - a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The “standard” **VENDOR BOOTH** consists of a 10x10 space:
 - a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH.**
 - a. It is the responsibility of the vendor to provide their own tent for the event.
 - b. All tents must be safely secured, in the event of severe weather including high winds.
 - i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
 - c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
 - a. Each vendor is responsible for his/her booth and all items in it.
 - b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
 - c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.



- d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
- e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
- f. NO SMOKING anywhere throughout the event/park grounds.
- 8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
- 9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
 - a. Late arrivals will forfeit their space.
- 9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.
- 10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**
 - ☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.
 - ☒ I do NOT intend to use any portable generator and/or other combustible device.
- 11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required*. All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.



*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a \$1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant *Allyssa Curry* Date 7/1/2022

Signature of Town Supervisor _____ Date _____



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

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

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.



17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.
18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.
19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.
20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.
21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.
22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.
23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Alyssa Cerny
 Signature: *Alyssa Cerny*

Date: 7/1/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2022

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

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

PRODUCER The Northwoods Corporation 8810 Main Street Williamsville, NY 14221	CONTACT NAME: PHONE (A/C, No, Ext): (716) 634-5097 FAX (A/C, No): (716) 626-5057 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Dryden Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Cookies By AC 81 Greencastle Lane Williamsville, NY 14221	NAIC # 13919

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ER253770	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50, MED EXP (Any one person) \$ 5, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COMP/OP AGG \$ 2,000, \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The town of amherst is listed as additional insured as per written contract

CERTIFICATE HOLDER Town of Amherst 5583 Main Street Williamsville, NY 14221	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26198

RESOLUTION 2022-792
ADOPTED
Market Vendor (Three Sisters Farm) - CRS #3502

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Three Sisters Farm LLC for participation in the Farmers' Markets at Bassett Park for 2022.

8/08/2022

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

FINANCIAL IMPACT:

A 7145.01980; up to -\$40.00 (revenue)

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



Town of Amherst – Youth and Recreation Town Parks General Event Contract

RETAIL VENDOR

The Town of Amherst, Youth and Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Youth and Recreation Department, the vendor will be required to submit a \$20.00 fee, per event. Please be aware, this fee must be submitted **after** complete application has been accepted and confirmed by the department.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

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Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,



The deadline to submit a contract and COI for 2022 Parks events is March 25, 2022.

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For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: THREE SISTERS FARM LLC
Contact: CJ BUSCAGLIA
Address: 1875 DODGE RD E AMHERST NY 14051
Email Address: CJBUSCAGLIA@HOTMAIL.COM Phone: 716 982 2219

Please give a Description of Services and/or Items to be sold:

PRODUCE / VEGETABLES



Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
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By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant  Date 7/10/22

Signature of Town Supervisor _____ Date _____



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

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13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.



17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.
18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.
19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.
20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.
21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.
22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.
23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: CHRISTOPHER BUSCALIA
 Signature: CQ

Date: 7/19/22



CERTIFICATE OF LIABILITY INSURANCE

13.S.9.a
DATE (MM/DD/YYYY)
07/14/2022

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

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

PRODUCER Pro Insur, Inc dba Campbell Risk Management 9595 Whitley Drive, Suite 204 Indianapolis, IN 46240 Larry Spilker Ext 203	CONTACT NAME: Larry Spilker ext 203 PHONE (A/C, No, Ext): 317-848-9075 FAX (A/C, No): 317-848-9093 E-MAIL ADDRESS: lspilker@campbellrisk.com																					
INSURED Three Sisters Farm LLC 1875 Dodge road East amherst New York 14051	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>HANOVER INSURANCE GROUP</td><td>22292</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	HANOVER INSURANCE GROUP	22292	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	AAV3561 LHW D481967 - 02	07/14/2022	07/14/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☐ A ☒ N				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

The Town of Amherst is named as additional insured as per written contract.

CERTIFICATE HOLDER Town of Amherst 5583 Main Street Williamsville, NY, 14221	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John C. Campbell</i>
--	---


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26179

RESOLUTION 2022-793
ADOPTED

Summer Concert CRS #3503 Lew Custode

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth and Recreation Department) and Lew Custode for a concert by the Bar-Room Buzzards at Bassett Park on August 10, 2022.

8/08/2022

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

FINANCIAL IMPACT:

A 7142.4110; \$550.00

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



TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT

13.S.10.a

Northtown Center at Amherst
1815 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9067
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G.
BERGER
Deputy Supervisor

MARK FORDEN
Chairperson, Youth Board
MARY-DIANA POULI, Executive Director

TIMOTHY GARDNER

Chairperson, Rec Commission

14 July 2022

Lew Custode
The Bar Room Buzzards
762 Pletcher Road
Lewiston, NY 14092

Dear Lew Custode/Bar Room Buzzards:

This is your agreement for your 2022 performance as an independent contractor. Please provide a name and cell phone # so that our sound technician can contact you closer to your date of performance: LEW CUSTODE 716-228-2497.
In the event of rain, the performer/group has to supply its own sound system.

Lew Custode/The Bar Room Buzzards agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

Date: Wednesday, August 10, 2022
Time: 7:00 – 9:00 p.m.
Location: Bassett Park Amphitheater with rain site of Clearfield Community Center
Fee: \$550.00 (Check payable to Lew Custode)
Breaks: One (1) ten minute break

Attachment: Lew Custode (Bar Room Buzzards) (RES-2022-793 : Summer Concert (Custode) - CRS #3503)

Name of Entity: LEW CUSTODE
 Identify Type of Business Entity: INDIVIDUAL
 (e.g. Individuals, D/B/A/, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

*

Name

Date

BAND LEADER : THE BAR-ROOM BUZZARDS
 Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

□

Serving the Town of Amherst through programs that strengthen families and the community.

Attachment: Lew Custode (Bar Room Buzzards) (RES-2022-793 : Summer Concert (Custode) - CRS #3503)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26197

RESOLUTION 2022-794
ADOPTED

Sheltering Agreement - Casey CRS #3504

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth and Recreation Department) and the Williamsville Central School District for emergency use of the North Amherst Recreation Center.

8/08/2022

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

FINANCIAL IMPACT:

None

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

CASEY MIDDLE SCHOOL



WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
SHELTERING AGREEMENT FOR CASEY MIDDLE SCHOOL

This agreement is made on the on the ____ day of _____, by and between WILLIAMSVILLE CENTRAL SCHOOL DISTRICT (WCSD), with principal offices for the conducting of its business as a central school district in the Town of Amherst, New York at 105 Casey Road, East Amherst, New York (the "District") and TOWN OF AMHERST with a principal office for the conducting of its activities and affairs located at 5583 Main St. Amherst, NY 14221 (hereinafter referred to as the "*Town of Amherst*"), is as follows:

WHEREAS, the District may have a need from time to time because of unforeseen circumstances to obtain the use of off-site facilities for the conducting of its student classes and/or activities or to use the same as a temporary shelter of its students and have outside facilities available to it on an emergency as-needed basis; and

WHEREAS, the *TOWN OF AMHERST* has various facilities under its possession and control, particularly including the lobby, public assembly areas and restrooms located in the *NORTH AMHERST RECREATION CENTER* at in East Amherst, NY and

WHEREAS, the *TOWN OF AMHERST* is willing to make its aforesaid facilities available to the District on as as-needed and as-requested basis so long as such facilities are available at the time of the District's request for the use of the same; and

NOW, THEREFORE, upon the above and foregoing premises and the other terms, covenants and agreements hereinafter set forth in this Agreement, the parties hereto by and through their respective authorized agents and representatives, hereby agree as follows:

1. The *TOWN OF AMHERST* agrees to permit the use by the District of its lobby, public assembly areas and restrooms facilities located at *NORTH AMHERST RECREATION CENTER*, New York, on such emergency occasions as the same may be requested by the District from *JULY 15, 2022*, through and including *JULY 14, 2023*, provided said facilities are otherwise not in the use or being prepared for any previously scheduled use by the Church or any of its own activities.

105 Casey Road, East Amherst, NY 14051 • Phone: (716) 626-8585 • Fax: (716) 626-8562

MR. RYAN HARDING
Acting Principal

2. In the event of the District makes a request for the use of the *NORTH AMHERST RECREATION CENTER* aforesaid facilities and its permitted to possess and occupy said facilities, then for each such day or per thereof, the District will pay the *TOWN OF AMHERST* an amount pursuant to the actual cost of any food services provided to students and staff as deemed necessary. The District will give such notice of its intention to use the *TOWN OF AMHERST'S* facilities as is reasonably practicable, but the parties acknowledge that no particular amount of advance notice shall be required, and the District's uses of said facilities shall be subject only to the facilities availability at the time a request is made for the use thereof.
3. The district will be solely responsible for the transportation of all students to and from the facilities for their supervision while there and further agrees to hold harmless and indemnify the *TOWN OF AMHERST* from any and all losses, claims, damages, suits and/or liabilities to person or property arising from the District's use, possession and occupancy of the facilities and further agrees to name and include the *TOWN OF AMHERST* as an additional insured on the District's liability policies for the purpose of providing said indemnification and loss protection.
4. That neither this Agreement nor any part of provision thereof shall create or be constructed as creating any type of partnership or other principal and agent or any other type business relationship between the parties hereto, actually occupies the *TOWN OF AMHERST'S* aforesaid facilities.
5. That this Agreement shall be renewable every year upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective authorized agents, representatives and/or employees, have duly executed this Agreement on the day and yet set forth above.

WILLIAMSVILLE CENTAL SCHOOL DISTRICT

By: _____
 DR. DARREN J. BROWN-HALL, Superintendent Date

By: _____
 Date

105 Casey Road, East Amherst, NY 14051 • Phone: (716) 626-8585 • Fax: (716) 626-8562

MR. RYAN HARDING
 Acting Principal



CERTIFICATE OF LIABILITY INSURANCE

13.S.11.a

DATE (MM/DD/YYYY)
07/15/2022

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

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

PRODUCER NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Williamsville CSD 105 Casey Road East Amherst, NY 14051	INSURER(S) AFFORDING COVERAGE INSURER A: New York Schools Insurance Reciprocal INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 34843

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER:	X		SSP WMV 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ECL WMV 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE UNLIMITED
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - use of premises/facilities for all the District's events during the policy period.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The New York Schools Insurance Reciprocal

333 Earle Ovington Blvd., Suite 905 • Uniondale, NY, 11553-3624 • 1-800-ISNYSIR • (516) 227 3355 • Fax: (516) 227-2352

Named Insured Williamsville CSD		Endorsement Number 1
Policy Number SSP WMV 001	Policy Period 07/01/2022 - 07/01/2023	Effective Date of Endorsement 07/01/2022
Issued by (Name of Insurance Company) New York Schools Insurance Reciprocal		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

Form CG 20 26 04 13 has been added to include the following as an Additional Insured:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

All other terms and conditions to remain the same

Authorized Representative

Attachment: SHELTERING AGREEMENT CASEY NARC 2022-2023 (RES-2022-794 : Sheltering Agreement - Casey CRS #3504)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 26E 04 13

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Town of Amherst 5583 Main Street, Williamsville, NY 14221

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations:
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement: or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26199

RESOLUTION 2022-795
ADOPTED

Sheltering Agreement - Mill CRS #3523

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth and Recreation Department) and the Williamsville Central School District for emergency use of the Williamsville Youth & Family Center.

8/08/2022

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

FINANCIAL IMPACT:

None

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

Mill Middle School
505 Mill Street
Williamsville, NY 14221
716-626-8300
716-626-8326 (fax)



Mrs. Lori Jonas
Principal
ljonas@willamsvillek12.org
Mrs. Hillary Weir
Assistant Principal
hweir@willamsvillek12.org

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

MILL MIDDLE SCHOOL SHELTERING AGREEMENT

This agreement is made on the on _____, 2022 by and between WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, with principal offices for the conducting of its business as a central school district in the Town of Amherst, New York at 105 Casey Road, East Amherst, New York (the "District") and **TOWN OF AMHERST** with a principal office for the conducting of its activities and affairs located at 5583 Main St Amherst, NY 14221 (hereinafter referred to as the "**TOWN OF AMHERST**"), is as follows:

WHEREAS, the District may have a need from time to time because of unforeseen circumstances to obtain the use of off-site facilities for the conducting of its student classes and/or activities or to use the same as a temporary shelter of its students and have outside facilities available to it on an emergency as-needed basis; and

WHEREAS, the **TOWN OF AMHERST** has various facilities under its possession and control, particularly including the gym, main hall, coffeehouse, and restrooms located in the **WILLIAMSVILLE YOUTH & FAMILY CENTER in WILLIAMSVILLE, NY** and

WHEREAS, the **TOWN OF AMHERST** is willing to make its aforesaid facilities available to District on as as-needed and as-requested basis so long as such facilities are available at the time of District's request for the use of the same; and

NOW, THEREFORE, upon the above and foregoing premises and the other terms, covenants and agreements hereinafter set forth in this Agreement, the parties hereto by and through their respective authorized agents and representatives, hereby agree as follows:

1. The **TOWN OF AMHERST** agrees to permit the use by District of its gym, main hall, coffeehouse, and restroom facilities located at the **WILLIAMSVILLE YOUTH & FAMILY CENTER in WILLIAMSVILLE, NY** on such emergency occasions as the same may be requested by District from *September 1, 2022* through and including *August 31, 2023* provided said facilities are otherwise not in the use or being prepared for any previously scheduled use by the Town or any of its own activities.
2. In the event District makes a request for the use of the **WILLIAMSVILLE YOUTH & FAMILY CENTER**, aforesaid facilities and its permitted to possess and occupy said facilities, then for each such day or per thereof, the District will pay the **TOWN OF AMHERST** an amount pursuant to the actual cost of any food services provided to students and staff as deemed necessary. The District will give such

notice of its intention to use the TOWN OF AMHERST's facilities as is reasonably practicable, but the parties acknowledge that no particular amount of advance notice shall be required, and District's use of said facilities shall be subject only to the facilities availability at the time a request is made for the use thereof.

3. District will be solely responsible for the transportation of all students to and from the facilities and for their supervision while there and further agrees to hold harmless and indemnify the TOWN OF AMHERST from any and all losses, claims, damages, suits and/or liabilities to person or property arising from the District's use, possession and occupancy of the facilities and further agrees to name and include the TOWN OF AMHERST as an additional insured on the District's liability policies for the purpose of providing said indemnification and loss protection.

4. That neither this Agreement nor any part of provision thereof shall create or be constructed as creating any type of partnership or other principal and agent or any other type business relationship between the parties hereto, actually occupies the TOWN OF AMHERST'S aforesaid facilities.

5. That this Agreement shall be renewed every year upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective authorized agents, representatives and/or employees, have duly executed this Agreement on the day set forth above.

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

By: _____
DR. DARREN BROWN-HALL, Superintendent

Date

TOWN OF AMHEST

By: _____
BRIAN J. KULPA, Supervisor

Date



CERTIFICATE OF LIABILITY INSURANCE

13.S.12.a

DATE (MM/DD/YYYY)
07/15/2022

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

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

PRODUCER NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Williamsville CSD 105 Casey Road East Amherst, NY 14051	INSURER(S) AFFORDING COVERAGE INSURER A: New York Schools Insurance Reciprocal INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 34843

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER:	X		SSP WMV 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ECL WMV 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE UNLIMITED
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - use of premises/facilities for all the District's events during the policy period.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The New York Schools Insurance Reciprocal

333 Earle Ovington Blvd., Suite 905 • Uniondale, NY, 11553-3624 • 1-800-1SNYSIR • (516) 227 3355 • Fax: (516) 227-2352

Named Insured Williamsville CSD		Endorsement Number 1
Policy Number SSP WMV 001	Policy Period 07/01/2022 - 07/01/2023	Effective Date of Endorsement 07/01/2022
Issued by (Name of Insurance Company) New York Schools Insurance Reciprocal		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

Form CG 20 26 04 13 has been added to include the following as an Additional Insured:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

All other terms and conditions to remain the same

Authorized Representative

Attachment: SHELTERING AGREEMENT MILL WY&F 2022-2023 (RES-2022-795 : Sheltering Agreement - Mill CRS #3523)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 26E 04 13

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Town of Amherst 5583 Main Street, Williamsville, NY 14221

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations:
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement: or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26201

RESOLUTION 2022-796
ADOPTED

Sheltering Agreement - Transit CRS #3512

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Williamsville Central School District for emergency use of the Clearfield Community Center.

8/08/2022

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

FINANCIAL IMPACT:

None

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

TRANSIT MIDDLE SCHOOL

Daniel F. Walh Ph.D.
Principal
(716) 626-8701



Patrick Quast
Assistant Principal
(716) 626-8702

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT SHELTERING AGREEMENT

This agreement is made on the on the _____, by and between WILLIAMSVILLE CENTRAL SCHOOL DISTRICT (WCSD), with principal offices for the conducting of its business as a central school district in the Town of Amherst, New York at 105 Casey Road, East Amherst, New York (the "District") and **TOWN OF AMHERST** with a principal office for the conducting of its activities and affairs located at **5583 Main Street, Amherst, NY 14221** (hereinafter referred to as the "**TOWN OF AMHERST**"), is as follows:

WHEREAS, the District may have a need from time to time because of unforeseen circumstances to obtain the use of off-site facilities for the conducting of its student classes and/or activities or to use the same as a temporary shelter of its students and have outside facilities available to it on an emergency as-needed basis; and

WHEREAS, the **TOWN OF AMHERST** has various facilities under its possession and control, particularly including the lobby, public assembly areas and restrooms located in the **CLEARFIELD COMMUNITY CENTER IN WILLIAMSVILLE, NY** and

WHEREAS, the **TOWN OF AMHERST** is willing to make its aforesaid facilities available to the District on as as-needed and as-requested basis so long as such facilities are available at the time of the District's request for the use of the same; and

NOW, THEREFORE, upon the above and foregoing premises and the other terms, covenants and agreements hereinafter set forth in this Agreement, the parties hereto by and through their respective authorized agents and representatives, hereby agree as follows:

1. The **TOWN OF AMHERST** agrees to permit the use by the District of its lobby, public assembly areas and restrooms facilities located at **CLEARFIELD COMMUNITY CENTER, WILLIAMSVILLE, New York**, on such emergency occasions as the same may be requested by the District from **AUGUST 14, 2022**, through and including **AUGUST 19, 2023**, provided said facilities are otherwise not in the use or being prepared for any previously scheduled use by the Town or any of its own activities.

2. In the event of the District makes a request for the use of the **CLEARFIELD COMMUNITY CENTER**, aforesaid facilities and its permitted to possess and occupy said facilities, then for each such day or per thereof, the District will pay the **TOWN OF AMHERST** an amount pursuant to the actual cost of any food services provided to students and staff as deemed necessary. The District will give such notice of its intention to use the **TOWN OF AMHERST'S** facilities as is reasonably practicable, but the parties acknowledge that no particular amount of advance notice shall be required, and the District's uses of said facilities shall be subject only to the facilities availability at the time a request is made for the use thereof.
3. The district will be solely responsible for the transportation of all students to and from the facilities for their supervision while there and further agrees to hold harmless and indemnify the **TOWN OF AMHERST** from any and all losses, claims, damages, suits and/or liabilities to person or property arising from the District's use, possession and occupancy of the facilities and further agrees to name and include the **TOWN OF AMHERST** as an additional insured on the District's liability policies for the purpose of providing said indemnification and loss protection.
4. That neither this Agreement nor any part of provision thereof shall create or be constructed as creating any type of partnership or other principal and agent or any other type business relationship between the parties hereto, actually occupies the **TOWN OF AMHERST'S** aforesaid facilities.
5. That this Agreement shall be renewable every year upon the mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective authorized agents, representatives and/or employees, have duly executed this Agreement on the day and yet set forth above.

WILLIAMSVILLE CENTAL SCHOOL DISTRICT

By: _____

DR. BROWN-HALL, Superintendent

Date

By: _____

BRIAN J. KULPA, Supervisor

Date



CERTIFICATE OF LIABILITY INSURANCE

13.S.13.a

DATE (MM/DD/YYYY)
07/15/2022

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

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

PRODUCER NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: New York Schools Insurance Reciprocal INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 34843
---	--	---

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER:	X		SSP WMV 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ECL WMV 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE UNLIMITED \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - use of premises/facilities for all the District's events during the policy period.

CERTIFICATE HOLDER Town of Amherst 5583 Main Street Williamsville, NY 14221	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Tay...</i>
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CERTIFICATE OF LIABILITY INSURANCE

13.S.13.a

DATE (MM/DD/YYYY)
07/15/2022

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

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PRODUCER NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. Uniondale NY, 11553	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Williamsville CSD 105 Casey Road East Amherst, NY 14051	INSURER(S) AFFORDING COVERAGE INSURER A: New York Schools Insurance Reciprocal INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 34843

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☒ OTHER:	X		SSP WMV 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE UNLIMITED PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ECL WMV 001	07/01/2022	07/01/2023	EACH OCCURRENCE \$15,000,000 AGGREGATE UNLIMITED
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is an Additional Insured as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 - use of premises/facilities for all the District's events during the policy period.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



The New York Schools Insurance Reciprocal

333 Earle Ovington Blvd., Suite 905 • Uniondale, NY, 11553-3624 • 1-800-1SNYSIR • (516) 227 3355 • Fax: (516) 227-2352

Named Insured Williamsville CSD		Endorsement Number 1
Policy Number SSP WMV 001	Policy Period 07/01/2022 - 07/01/2023	Effective Date of Endorsement 07/01/2022
Issued by (Name of Insurance Company) New York Schools Insurance Reciprocal		

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

Form CG 20 26 04 13 has been added to include the following as an Additional Insured:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

All other terms and conditions to remain the same

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 26E 04 13

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Town of Amherst 5583 Main Street, Williamsville, NY 14221

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations:
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement: or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26202

RESOLUTION 2022-797
ADOPTED
Artist Agreement (Darrow) - CRS #3511

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Betty Darrow for participation in Arts at the Market.

8/08/2022

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

FINANCIAL IMPACT:

None

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
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

Betty Darrow
Paper Wren Card Studio
207 Floradale Ave
Tonawanda, NY 14150
716-545-3571
Bettdarrow@gmail.com

July 11, 2022

Dear Ms. Darrow:

This is your agreement for your participation in the Town of Amherst, Market at Bassett Park, 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: Betty Darrow 716-545-3571

Betty Darrow, d.b.a. Paper Wren Card Studio, 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 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

Agreed to and approved by:

Betty Darrow
Print Name

7/12/22
Date

Betty Darrow
Signature

DO NOT WRITE BELOW THIS LINE

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

Attachment: BettyDarrowArtistContract (RES-2022-797 : Artist Agreement (Darrow) - CRS #3511)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26203

RESOLUTION 2022-798
ADOPTED

Artist Agreement (Dombrowski) - CRS #3524

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Torie Dombrowski for participation in Arts at the Market.

8/08/2022

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

FINANCIAL IMPACT:

None

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
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:

RN, PhD

DEBORAH BRUCH BUCKI

SHAWN A. LAVIN

MICHAEL SZUKALA

Torie Dombrowski
 185 N. Maple Drive
 Williamsville, NY 14221
 July 18, 2022
 716-949-0704
queenofcupsceramics@gmail.com

Dear Ms. Dombrowski:

This is your agreement for your participation in the Town of Amherst, Market at Bassett Park, 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: Torie 716-949-0704

Torie Dombrowski, d.b.a. Queen of Cups, 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 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

Agreed to and approved by:

Torie Dombrowski

7/19/22

Print Name

Date

Signature

DO NOT WRITE BELOW THIS LINE

Town of Amherst:

Brian J. Kulpa, Supervisor

Date


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Youth & Recreation
 Initiated by: **Mary Diana Pouli**
 Co-Sponsored by:

DOC ID: 26223

RESOLUTION 2022-799
ADOPTED
Food Truck Operator (Sweet Lisa) - CRS #3529

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Sweet Lisa Ltd. for Food Truck Rodeo participation.

8/08/2022

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

FINANCIAL IMPACT:

A 7145.01980; -\$20.00 (revenue)

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



Town of Amherst – Youth and Recreation Town Parks General Event Contract

FOOD TRUCK OPERATOR

The Town of Amherst, Youth & Recreation, will host several special events in Town parks in 2022. To be considered for participation in any Town of Amherst Youth & Recreation/Parks event, please complete this contract/application and submit all pages in PDF format to:

Elizabeth Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

*Upon application acceptance, and event commitment confirmation from the Parks Administration, the operator will be required to submit a \$20.00 fee, per event. Please be aware, this fee must be submitted **after** complete application has been accepted and confirmed by the Parks Administration.*

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 6 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Food truck operator shall take out and maintain **during the life of this Agreement**, such general liability and property as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by



submitting at least a Certificate of Insurance OR an Accord 25 and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

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

Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death,



The deadline to submit a contract and COI for 2022 Parks events is April 15, 2022.

Food truck operators meeting contract and COI requirements will be emailed an online sign-up/registration

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 Parks events, please contact Elizabeth Graczyk via email – egraczyk@amherst.ny.us.

Town of Amherst
General Retail Vendor Contract
Attn: Elizabeth Graczyk, Resource Coordinator
egraczyk@amherst.ny.us

Company Name: SWEET LISA LTD
Contact: KEN HALL
Address: 13032 GENESEE ST. AKRON NY 14001
Email Address: SWEETLISAbuffalo@gmail.com Phone: 585-230-9532

Please give a Description of Services and/or Items to be sold:

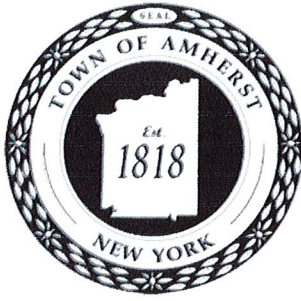
DESSERTS PIES, cakes, cupcakes, cookies, macarons Etc.

Attachment: SweetLisaContractandCOI (RES-2022-799 : Food Truck Operator (Sweet Lisa) - CRS #3529)



Food Truck Operator - General Event Contract RULES AND REGULATIONS

1. All food truck operators must be permitted to operate in the Town of Amherst, no exceptions.
2. **Appearance and presentation** of the food truck space is critical to the overall feeling of the event and to your success. The Town of Amherst holds all business to a high standard to ensure that everyone has the best possible experience. The **EVENT STAFF** determines truck placement/parking.
3. Event is held **rain or shine**. Please dress and prepare accordingly, with respect to the season and potential weather.
4. **Food Truck registration is due no later than the date outlined in the sign-up provided.**
5. The Town of Amherst reserves the right to decline registration to food truck operators and participants for any reason including, but not limited to, incompatibility with our mission, all available spaces have been filled, etc.
 - a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
6. The "standard" **Food Truck space will be determined by the TOA and assigned prior to all events:**
 - a. All participant activities must be confined to allotted/assigned space area, including giveaways, petitions, surveys, music, etc.
 - b. No seating areas, either temporary or use of permanent, on-site seating will be allowed.
7. **Food trucks operators, employees, and participants** are expected to conduct themselves in a professional manner and keep the following in mind:
 - a. Each food truck is responsible for their truck and all items contained therein, or attached.
 - b. Trucks must be ready to open within 30 minutes of event commencement, and must remain open until the conclusion of the event, unless otherwise previously arranged. **You may not vacate early.**
 - c. Food Trucks and Operators are responsible for the set-up, maintenance and removal of his/her own truck, merchandise and trash. The truck must be removed and the area clean within 1 hour of event conclusion on the same date of each event. **Trucks may depart the parking lot when 75% of the lot has been vacated by guests.**
 - d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for their truck.
 - e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
 - f. NO SMOKING anywhere throughout the event grounds.
8. **Sales tax** for items sold at event must be paid by food truck operators in compliance with local and state tax law.
9. **Food Truck set-up begins at the designated time outlined in the sign-up provided prior to the date of the event.**



*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. Applications and contract must be properly completed and received, insurance certificate filed no later than March 25, 2022, and payment for event participation submitted to the Town of Amherst.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all

Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Stanley K Hall Date 6/28/2022

Signature of Town Supervisor _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **13.S.16.a**
07/08/2022

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

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

PRODUCER Vincenzo Scollo Agency Inc 835 Fairport Rd East Rochester NY 14445		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Company [USLI] INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25895
INSURED Stanley Hall DBA: Sweet Lisa LTD 13032 Genesee Street Akron NY 14001				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CL1978545A	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER FORM CG2012 04/13 WITH PRIMARY AND NON-CONTRIBUTORY PER FORM L 7 05/17.

CERTIFICATE HOLDER

CANCELLATION

The Town of Amherst 5583 Main Street Williamsville NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ENDORSEMENT #2

This endorsement, issued by **United States Liability Insurance Company** to **STANLEY HALL DBA: SWEET LISA LTD** forms a part of Policy Number **CL 1978545A** effective on **7/12/2022** (MO. DAY YR.) at 12:01 A.M.

Add/Remove/Amend General Liability Additional Insured Endorsement

In consideration of an additional premium of \$71 it is hereby agreed that the following is(are) amended:

L 776 05/17 - Primary and Non-Contributory - Written Contract

CG2012 04/13 - Additional insured-State or Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations

All other terms and conditions of this Policy remain unchanged.

ADD_REM (03-01)

Attachment: SweetLisaContractandCOI (RES-2022-799 : Food Truck Operator (Sweet Lisa) - CRS #3529)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR
SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR
AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Effective Date: 01/01/2022

CITY OF ROCHESTER

30 CHURCH ST

ROCHESTER, NY 14614

Attachment: SweetLisaContractandCOI (RES-2022-799 : Food Truck Operator (Sweet Lisa) - CRS #3529)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Effective Date: 07/12/2022 12:01 AM

THE TOWN OF AMHERST

5583 MAIN STREET
AMHERST, NY 14221

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included with the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section II - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment: SweetLisaContractandCOI (RES-2022-799 : Food Truck Operator (Sweet Lisa) - CRS #3529)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT

SCHEDULE

Name of Person or Organization:

Effective Date: 01/01/2022

LARKIN SQUARE LLC AND LCO BUILDING LLC
726 EXCHANGE STREET SUITE 825
BUFFALO, NY 14210

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. OTHER INSURANCE, a. Primary Insurance is amended with the addition of the following:

The coverage afforded by this policy to the person(s) or organization(s) listed above is primary and non-contributory if:

1. This insurance is required to be primary and non-contributory under a written contract; and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered resulted solely and exclusively from your ongoing acts or omissions or the ongoing acts or omissions of those acting on your behalf in performing "your work" under a written contract referred to above.
4. The person(s) or organization(s) is an additional insured under this policy.

However, the coverage provided by this endorsement does not apply to any coverage provided for an "auto" on a "non-owned auto", "hired auto", uninsured motorists coverage, underinsured motorists coverage, personal injury protection, property protection or similar no-fault coverage by whatever name called and/or an "auto" coverage of any type.

SECTION V - DEFINITIONS is hereby amended by the addition of the following:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease for a period of more than thirty (30) consecutive days nor does it include any "auto" you lease, hire, rent or borrow from any of your "employees", your partner or your "executive officers" or members of their household.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

Attachment: SweetLisaContractandCOI (RES-2022-799 : Food Truck Operator (Sweet Lisa) - CRS #3529)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT

SCHEDULE

Name of Person or Organization:

Effective Date: 07/12/2022 12:01 AM

THE TOWN OF AMHERST
5583 MAIN STREET
AMHERST, NY 14221

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. OTHER INSURANCE, a. Primary Insurance is amended with the addition of the following:

The coverage afforded by this policy to the person(s) or organization(s) listed above is primary and non-contributory if:

1. This insurance is required to be primary and non-contributory under a written contract; and
2. The loss to be covered occurs on or after the effective date of the written contract; and
3. The loss to be covered resulted solely and exclusively from your ongoing acts or omissions or the ongoing acts or omissions of those acting on your behalf in performing "your work" under a written contract referred to above.
4. The person(s) or organization(s) is an additional insured under this policy.

However, the coverage provided by this endorsement does not apply to any coverage provided for an "auto" on a "non-owned auto", "hired auto", uninsured motorists coverage, underinsured motorists coverage, personal injury protection, property protection or similar no-fault coverage by whatever name called and/or an "auto" coverage of any type.

SECTION V - DEFINITIONS is hereby amended by the addition of the following:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease for a period of more than thirty (30) consecutive days nor does it include any "auto" you lease, hire, rent or borrow from any of your "employees", your partner or your "executive officers" or members of their household.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 08/08/22 03:00 PM
Department: Town Clerk
DOC ID: 26238

15.1

COMMUNICATION 2022-88

APPROVED

Congregation Brith Hadoshah Fee Waiver Request

Letter from Rabbi Frank Lowinger requesting a waiver of a Fire Prevention fee for their picnic on August 14, 2022.

8/08/2022

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

CONGREGATION BRITH HADOSHAH

50 Alberta Dr.

Amherst, NY 14226

Brian Kulpa, Supervisor Town of Amherst

Francina Spoth, Town clerk

July 11, 2022

To the Amherst Town Board;

We are planning to have a picnic on our grounds on Sunday, August 14 (with a rain date for August 21) beginning at 2 p.m. We plan to put up a small (20 x 30) tent (without sides) for shade with some tables and chairs. We are asking for a waiver of the fire safety inspection fee as this is a local religious organization and the event is for our congregants and some neighbors. There is no fee to attend and neither will there be any fundraising activity at this event. Thank you.

Sincerely,

Rabbi Frank Lowinger

Attachment: fee waiver request-merged (COM-2022-88 : Congregation Brith Hadoshah Fee Waiver Request)

**TOWN OF AMHERST**

BUILDING DEPARTMENT

ERIE COUNTY, NEW YORK

5583 MAIN STREET

WILLIAMSVILLE, NEW YORK 14221

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

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

Agenda Item

DATE: August 3, 2022
TO: Town Board
FROM: Mark S. Berke, P.E., Commissioner of Building
RE: Request for Waiver of Fire Prevention Permit Fee for Congregation Brith Hadoshah Picnic

In response to the letter received August 3, 2022, from Rabbi Frank Lowinger regarding a Picnic to be held on August 14, 2022 at 50 Alberta Dr., this memo serves to recommend approval of this request to waive the fee associated with a fire prevention permit. Please be advised the permit is still required.

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

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

CC: Bryan Parnell, Sr. Fire Inspector
Francina J. Spoth, Town Clerk

Attachment: fee waiver request-merged (COM-2022-88 : Congregation Brith Hadoshah Fee Waiver Request)



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 08/08/22 03:00 PM
Department: Town Clerk
DOC ID: 26206

15.2

COMMUNICATION 2022-89

REFERRED

Notice of Claim: HoganWillig, PLLC Vs. Town of Amherst Et Al

8/08/2022

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:	Jacqueline Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

STATE OF NEW YORK : COUNTY OF ERIE

In the Matter of the claim of

HOGANWILLIG, PLLC

Claimants,

NOTICE OF CLAIM

- against -

COUNTY OF ERIE, ERIE COUNTY
DEPARTMENT OF PUBLIC WORKS, ERIE
COUNTY WATER AUTHORITY, TOWN OF AMHERST,

Respondents.

**TO: COUNTY OF ERIE
ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
ERIE COUNTY WATER AUTHORITY
TOWN OF AMHERST**

PLEASE TAKE NOTICE, HOGANWILLIG, PLLC, the Claimant herein, hereby makes a claim and demand against the COUNTY OF ERIE, ERIE COUNTY DEPARTMENT OF PUBLIC WORKS, ERIE COUNTY WATER AUTHORITY and TOWN OF AMHERST pursuant to § 50-e of the General Municipal Law, as follows:

1. The names and post-office addresses of the Claimants and Claimants attorneys are:

CLAIMANTS

HoganWillig, PLLC.
2410 N. Forest Road, Suite 301
Amherst, New York 14068

ATTORNEY

Steven M. Cohen, Esq.
HoganWillig PLLC
2410 North Forest Road, Suite 301
Amherst, New York 14068

2. The nature of the claim:

This is an action to recover damages for nuisance, money damages, interference with the quiet enjoyment of real property and loss of revenue caused in whole or in part by acts or omissions of the County of Erie, Erie County Department of Public Works, Erie County Water Authority and Town of Amherst by the intentional, negligent, reckless or unlawful conduct of the County of Erie, Erie County Department of Public Works, Erie County Water Authority and Town of Amherst, its agents, servants and/or employees in failing to properly install, maintain, perform maintenance, and/or failing to/negligently supervising employees working on the water supply system providing water to 2410 N. Forest Road, Suite 301, Amherst, New York, and for failing to alleviate the problems complained of, to the detriment of Claimant.

3. The date, time when, the place where and the manner in which the claim arose is as follows:

The incidents giving rise to this matter began on or about April 13, 2022 and June 30, 2022. The location of the incidents giving rise to this matter is 2410 N. Forest Road, Suite 301, Amherst, New York 14068. During the time of the first incident, upon information and belief, a COUNTY OF ERIE owned water pipe providing water supply to a fire hydrant—located under the surface of the property at 2410 N. Forest Road, Suite 301, Amherst, New York 14068—which, upon information and belief is operated, controlled and/or maintained by ERIE COUNTY DEPARTMENT OF PUBLIC WORKS, ERIE COUNTY WATER AUTHORITY and/or TOWN OF AMHERST burst and/or exploded. This burst and/or explosion caused significant damage to the property located at 2410 N. Forest Road, Suite 301, Amherst, New York 14068 and interrupted the water supply to the aforementioned property.

During the second incident, upon information and belief, a COUNTY OF ERIE owned water pipe, located near the property at 2410 N. Forest Road, Suite 301, Amherst, New York

(H3446683.1)

2

HOGANWILLIG
Attorneys at Law

2410 NORTH FOREST ROAD | SUITE 301 | AMHERST, NEW YORK 14068
Phone: 716.636.7600 | Toll Free: 800.636.5255 | Fax: 716.636.7606 | www.hoganwillig.com

Attachment: DOC072822-07282022084249 (COM-2022-89 : Notice of Claim: HoganWillig, PLLC Vs. Town of Amherst Et Al.)

14068, was damaged by workers who were negligently supervised by the COUNTY OF ERIE, ERIE COUNTY DEPARTMENT OF PUBLIC WORKS, ERIE COUNTY WATER AUTHORITY and/or TOWN OF AMHERST causing an interruption of the water supply to the property located at 2410 N. Forest Road, Suite 301, Amherst, New York 14068.

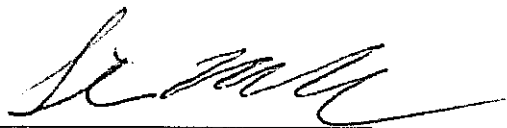
4. The items of damages or injuries claimed are:

HOGANWILLIG, PLLC, by reason of the negligence, negligent supervision, recklessness and/or carelessness of the COUNTY OF ERIE, ERIE COUNTY DEPARTMENT OF PUBLIC WORKS, ERIE COUNTY WATER AUTHORITY and/or TOWN OF AMHERST sustained significant damages in the form of loss of revenue.

By reason of the foregoing, Claimant has been damaged and seeks damages in the amount of \$50,000.00 resulting from the loss of revenue from the above incidents.

Claimant presents this claim to be paid by the COUNTY OF ERIE, ERIE COUNTY DEPARTMENT OF PUBLIC WORKS, ERIE COUNTY WATER AUTHORITY and TOWN OF AMHERST, and notifies you that unless their claim is adjusted and paid within the time period provided for by law from the date of presentation to you, Claimant intends to commence an action on their claims.

Dated: July 6, 2022
Amherst, New York


Steven M. Cohen, Esq.
HoganWillig, PLLC
2410 North Forest Road, Suite 301
Amherst, New York 14068
(716) 636-7600

TO: COUNTY OF ERIE
Erie County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

(H3446683.1)

3



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 08/08/22 03:00 PM
Department: Town Clerk
DOC ID: 26207

15.3

COMMUNICATION 2022-90

REFERRED

Summons and Complaint: U.S. Bank National Association Et Al. Vs. Town of Amherst Et Al

8/08/2022

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

-----X
U.S. BANK NATIONAL ASSOCIATION, NOT SUMMONS
IN ITS INDIVIDUAL CAPACITY BUT
SOLELY AS TRUSTEE FOR THE RMAC
TRUST, SERIES 2018 G-CTT

Plaintiff,

vs

MICHAEL S. ELIA, TOWN OF AMHERST,
PEOPLE OF THE STATE OF NEW YORKMORTGAGED PREMISES:
180 Hawthorne Avenue
Tonawanda, New York 14223JOHN DOE (Those unknown tenants, occupants,
persons or corporations or their heirs,
distributees, executors, administrators, trustees,
guardians, assignees, creditors or successors
claiming an interest in the mortgaged premises.)Defendant(s).
-----X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above captioned action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

NOTICEYOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for

further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Erie County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

DATED: June 29, 2022

/s/ Jonathan Jacobs

Jonathan W Jacobs, Esq.
Gross Polowy, LLC
Attorneys for Plaintiff
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221
Tel.: (716) 204-1700

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

-----X
U.S. BANK NATIONAL ASSOCIATION, NOT COMPLAINT
IN ITS INDIVIDUAL CAPACITY BUT
SOLELY AS TRUSTEE FOR THE RMAC
TRUST, SERIES 2018 G-CTT

Plaintiff,

vs

MICHAEL S. ELIA, TOWN OF AMHERST,
PEOPLE OF THE STATE OF NEW YORKMORTGAGED PREMISES:
180 Hawthorne Avenue
Tonawanda, New York 14223

JOHN DOE (Those unknown tenants, occupants,
persons or corporations or their heirs,
distributees, executors, administrators, trustees,
guardians, assignees, creditors or successors
claiming an interest in the mortgaged premises.)

Defendant(s).
-----X

The Plaintiff by its attorneys, Gross Polowy, LLC, for its complaint against the Defendant(s)
alleges upon information and belief as follows:

1. Plaintiff, U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2018 G-CTT is a national association organized and existing under the laws of the United States of America and the owner and holder of the subject note and mortgage or has been delegated authority to institute this mortgage foreclosure action by the owner and holder of the subject note and mortgage and has the right to foreclose. Attached here as Schedule A is a copy of the original note.

2. On or about November 7, 2014, Michael S. Elia executed and delivered a note whereby Michael S. Elia promised to pay the sum of \$80,000.00 plus interest on the unpaid amount due.

3. As security for the payment of the note Michael S. Elia duly executed and delivered a mortgage, in the amount of \$80,000.00 which was recorded as follows.

Recording Date: November 7, 2014
Book 13702/Page 3296
Office of the Erie County Clerk

The mortgage was subsequently assigned to Wells Fargo Bank, NA.

The mortgage was subsequently assigned to U.S. Bank National Association, not in its individual capacity but solely as Trustee for the RMAC Trust, Series 2018 G-CTT.

4. The mortgaged property is known as 180 Hawthorne Avenue, Tonawanda, New York 14223. The tax map designation is Section 79.22 Block 5 Lot 3.1. Plaintiff is foreclosing the land, buildings, and other improvements located on the property. The property is more fully described in Schedule B attached to this complaint.

5. Michael S. Elia failed to comply with the conditions of the note and mortgage by not making the payment that was due on May 1, 2020 and subsequent payments.

6. There is now due and owing on the note and mortgage the following amounts:

Principal Balance: \$68,782.51

Interest Rate: 4%

Date Interest Accrues from: April 1, 2020

Together with accrued late charges, monies advanced for taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property.

7. In order to protect the value of the property and its rights in the property, the Plaintiff may have to pay additional taxes, assessments, water charges, insurance premiums and other charges and the costs, allowances, expenses of sale, and reasonable attorney's fees for the foreclosure. Plaintiff requests that any amount it pays, together with interest, be included in the total amount due.

8. The defendant(s) may have an interest encumbering the property, which is either subordinate to Plaintiff's mortgage, or paid in full, equitably subordinated, or adverse to Plaintiff's mortgage. The interest of each defendant is set forth in "Schedule C" of this complaint.

9. The interest or lien of the United States of America, the State, City or local government entity is set forth in "Schedule D" of this complaint.

10. Plaintiff has complied with sections 1304 and 1306 of the Real Property Actions and Proceedings Law and with all provisions of section 595-a of the Banking Law and any rules or regulations promulgated there under, and, if applicable, sections 6-l or 6-m of the Banking law.

11. No separate pending action was brought to recover any part of the mortgage debt or if any such action is pending final judgment for Plaintiff was not rendered and it is the intent of the Plaintiff to discontinue it.

WHEREFORE, PLAINTIFF DEMANDS:

- a. Judgment accelerating the maturity of the debt and determining the amount due Plaintiff for principal, interest, late charges, taxes, assessments, insurance, maintenance and preservation of the property and other similar charges, together with costs, allowances, expenses of sale, reasonable attorney's fees, all with interest, pursuant to the terms of the Note and Mortgage.
- b. That the property be sold at auction to the highest bidder in accordance with the referee's terms of sale.
- c. That the interest of the defendant(s) and all persons claiming by or through them be foreclosed and their title, right, claim, lien, interest or equity of redemption to the property be forever extinguished.
- d. That out of the sale proceeds, the Plaintiff be paid the amounts due for principal, interest, late charges, taxes, assessments, insurance, securing, inspections, posting of notices, maintenance and preservation of the property, and other similar charges, together with court costs, allowances, expenses of sale, and reasonable attorney's fees, all with interest.
- e. That the property be sold in as is condition and subject to the facts an inspection or accurate survey of the property would disclose, covenants, restrictions, easements and public utility agreements of record, building and zoning ordinances and violations, and the equity of redemption of the United States of America.
- f. That Plaintiff may purchase the property at the sale.
- g. That a receiver be appointed for the property, if requested by Plaintiff.
- h. That a deficiency judgment against Michael S. Elia, to the extent allowable by law, for the amount that remains due after distribution of the sale proceeds, unless the debt was discharged in a bankruptcy or is otherwise uncollectable, be granted if requested by Plaintiff.
- i. That if the Plaintiff possesses other liens against the property, they not merge with the mortgage being foreclosed and that Plaintiff, as a subordinate lien holder, be allowed to share in any surplus proceeds resulting from the sale.
- j. That the Court award Plaintiff additional relief that is just, equitable and proper.

DATED: June 29, 2022

/s/ Jonathan Jacobs

Jonathan W. Jacobs, Esq.
Gross Polowy, LLC
1775 Wehrle Drive, Suite 100
Williamsville, NY 14221



Amherst Town Board

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

Francina J. Spoth
Town Clerk

Meeting: 08/08/22 03:00 PM
Department: Town Clerk
DOC ID: 26248

15.4

COMMUNICATION 2022-91

REFERRED

Notices of Petition to Review Tax Assessments

The following Notices of Petition to Review Tax Assessments were received at the Town Clerk's office:

WALGREENS EASTERN CO., INC/WALTRUST PROPERTIES
ISKALO OFFICE HOLDINGS II, LLC
SHERIDAN PROPERTIES II, LLC
BROMPTON HEIGHTS INC,
THE BOARD OF MANAGERS, TOWNHOMES AT WINDSTONE CONDOMINIUM
REIST STREET HOLDINGS LP
BRANDI FREIMAN
LISA FREIDMAN & SCOTT FRIEDMAN; TODD LEVINE
BOARD OF MANAGERS, PATIOS AT WINDSTONE CONDOMINIUM
THE BOARD OF MANAGERS, CHATEAU AT AVALON MEADOWS CONDOMINIUM
HEATHWOOD PROPERTIES, LLC AND/OR HEATHWOOD ASSISTED LIVING AT
WILLIAMSVILLE, INC,
WINDSOR PARK RETAIL CENTER A/K/A WP PROPERTIES LLC A/K/A WRSB DEVELOPMENT
CO. LLC A/K/A WRSB DEV CO LLC
380 HARTFORD INC.
MCGMKL 1 LLC
NORTHWOODS LLC
HEIN 2350 NORTH FOREST ROAD LLC
435 CREEKSIDE DRIVE LLC
BRIDGESTONE RETAIL OPERATIONS, LLC (P#101060)
5501 WILLIAMSVILLE ASSOCIATES, LLC
6333 ASSOCIATES LLC
THE BOARD OF MANAGERS, VILLAS AT WINDSTONE CONDOMINIUM
ISKALO ASSET FUND 11 LLC
KEYBANK NATIONAL ASSOCIATION
RITE AID CORPORATION
KIN INC.-WEGMANS FOOD MARKETS INC.
RSS UBSC2011-C1-NY PNY, LLC
93 TRANSIT LLC AND CVS ALBANY, LLC #05496-01
KAMAL ENTERPRISED INC
470 AURORA STREET LLC
2900 COMMERCE PARKWAY
JAMEL'S BOULEVARD LLC
570 ASSOCIATES XV11, LLC
DELTA SONIC CAR WASH SYSTEMS, INC.
NOOR M. SHAH
AMELIA J. HABIB
HAH HOLDINGS LLC
GOVERNMENT EMPLOYEES INSURANCE COMPANY
425 CENTERPOINTE CORP. PARK, LLC, THE CIMINELLI NETWORK, LP
335GB LLC

Petitions are available for review in the Town Clerk's office.

8/08/2022

A motion to refer to the Town Attorney and the Assessor 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



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/08/22 03:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 26240

RESOLUTION 2022-800

ADOPTED

PIP 3097 - Evergreen Landing Subdivision Phase V - Sanitary

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

A Maintenance Bond for a period of two (2) years in the amount of \$18,187.50, representing 25% of the cost of construction has been forwarded to the Town Clerk.

8/08/2022

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:	Jacqueline 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: 08/08/22 03:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 26241

RESOLUTION 2022-801

ADOPTED

PIP 3098 - Evergreen Landing Subdivision Phase V - Waterline

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

A Maintenance Bond for a period of two (2) years in the amount of \$22,560.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

8/08/2022

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:	Jacqueline 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: 08/08/22 03:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 26242

RESOLUTION 2022-802
ADOPTED

PIP 3099 - Evergreen Landing Subdivision Phase V - Storm Sewer

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

A Maintenance Bond for a period of two (2) years in the amount of \$9,032.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

8/08/2022

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

FINANCIAL IMPACT:

N/A

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, 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: 08/08/22 03:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 26243

RESOLUTION 2022-803

ADOPTED

PIP 3100 - Evergreen Landing Subdivision Phase V - Paving & Curbing

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

A Maintenance Bond for a period of two (2) years in the amount of \$115,353.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

8/08/2022

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:	Jacqueline 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: 08/08/22 03:00 PM
 Department: Building/Building Maintenance
 Initiated by: **Mark S. Berke**
 Co-Sponsored by:

DOC ID: 26257

RESOLUTION 2022-804
ADOPTED

Amusement License for George F. Lamm Post 622

Suspension to Town Board Agenda Item August 8, 2022

TO: Amherst Town Board

FROM: Jacqueline Berger, Town Deputy Supervisor

DATE: August 8, 2022

RE: First Class Amusement License - August 26, 2022 and September 23, 2022

Please approve the request from Terrence Kimble for a First Class Amusement License to hold the following events: August 26, 2022 and September 23, 2022 at 962 Wehrle Drive, Williamsville, NY, American Legion George F. Lamm Post 622. Details provided in the attachments.

Approval of the September 23, 2022 event will be rescinded if the August 26, 2022 event as any issues.

8/08/2022

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

FINANCIAL IMPACT:

Income to the Town.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jacqueline Berger, Deputy Supervisor
SECONDER:	Brian J. Kulpa, 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: 08/08/22 03:00 PM
 Department: Engineering Services
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 26258

RESOLUTION 2022-805
ADOPTED

Emergency Purchase Authorization - Greenman-Pedersen, Inc., CRS No. 3541

Suspension to Town Board Agenda Item August 8, 2022

TO: Amherst Town Board

FROM: Jacqueline Berger, Town Deputy Supervisor

DATE: August 5, 2022

RE: Emergency Purchase Authorization - Greenman-Pedersen, Inc., CRS No. 3541

Please approve the request from the Engineering Department for the emergency purchase made with Greenman-Pedersen, Inc.

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

Details provided in the attachments.

8/08/2022

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

FINANCIAL IMPACT:

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