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

Tuesday, September 6, 2022 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Councilmember Bucki

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on September 6, 2022 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

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

V. MINUTES APPROVAL

1. Monday, August 22, 2022

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2022-806

35, 50 & 55 Crosspoint Parkway Rezoning

Request to rezone 35, 50 & 55 Crosspoint Parkway from GB to DC-5.

8/22/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:04 PM.

Kevin Kirk, Uniland Development, presented.

Jim Zappa, 43 Fawn Meadows Ct., spoke in opposition.

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the September 6th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was adjourned at 7:23 PM.

9/6/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:03 PM.

Kevin Kirk, Uniland Development, presented a brief summary of the project.

Jim Zappa, 43 Fawn Meadows Ct., spoke in opposition.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:15 PM.

RESULT:	**HEARING CLOSED**

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2022-842

SEQR Review for Adoption of Local Law to Amend the Zoning Map (35, 50 & 55 Crosspoint Parkway, Z-2022-06)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, that Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning, decisions, and adoptions of local laws, and

WHEREAS, on May 13, 2022, an application was filed by Uniland Development seeking the rezoning of 11.29± acres of land from General Business (GB) to the Deep Corridor-5 Zoning District (DC-5). The purpose of the rezoning request is to allow for the development of 208 residential dwelling units at 35, 50 & 55 Crosspoint Parkway requiring an amendment to the allowed uses outlined in the Certification of Findings, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed the Full Environmental Assessment Form, and draft Amended Certification of Findings for CrossPoint Business Park and concurs with the amendments proposed, including the addition of up to 210 residential units, and any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that this Town Board issues the attached Amended Certification of Findings, for the subject action.

9/6/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

2. Resolution 2022-843

Adoption of Local Law to Amend the Zoning Map (35, 50 & 55 Crosspoint Parkway, Z-2022-06)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Chapter 104, as amended, that the requirements of SEQR have been completed, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 21, 2022, that the proposed rezoning request of 11.29± acres of land from General Business (GB) to Deep Corridor 5 District (DC-5) zoning at 35, 50 & 55 Crosspoint Parkway is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

9/6/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 7:17 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was closed at 7:17 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BERGER:

1. Resolution 2022-844

Fire Safety Division Supplies and Equipment

WHEREAS, a four (4) gas multi meter is used to detect hazardous gases, and

WHEREAS, the Amherst Fire Safety Division responds to emergency situations that at times requiring air monitoring within a fire scene, and

WHEREAS, this meter, currently malfunctioning, is the standard meter used by many town departments thus allowing for ease of use and calibration; and

WHEREAS, having had several incidents recently the Fire Inspectors of the Fire Safety division of the Building Department is in need of replacing fire investigation supplies.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the repair of a GMI Multi Gas Meter and the replacement supplies from Avoidable Alarm Fund T-2999.4002, not to exceed $7700.00, for the health and safety of the Amherst Fire Safety Division.

9/6/2022
Consent

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

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

1. Resolution 2022-845

Increase Amherst Government Financial Advisory Board Roster

WHEREAS, the Town of Amherst has over 30 Boards and Committees; and

WHEREAS, the purpose and mission of the Amherst Government Financial Advisory Board would be to review management letters from the Town auditors and to continue with each of the future management letter responses; and

WHEREAS, the Amherst Government Financial Advisory Board, also known as AGFAB, currently consists of five (5) members appointed by the Amherst Town Board majority to serve a two year term; and

WHEREAS, the Amherst Government Financial Advisory Board will continue to meet once a quarter, or more, as needed; and

WHEREAS, to investigate where the Comptroller's Department is not in compliance with the management letter and make recommendations to help ensure the compliance process; and

WHEREAS, to suggest improvements of the effectiveness or modification of the Town of Amherst government activities; and

WHEREAS, the Amherst Government Financial Advisory Board is requesting to increase to seven (7); and

WHEREAS, the Amherst Government Financial Advisory Board's current roster of five (5) members, who shall continue to serve until their term of appointment expires, as follows:

Gregory M. Dionne, Member, term concludes 12-31-2023
John DiPasquale, Member, term concludes 12-31-2023
Kenneth Smith, Member, term concludes 12-31-2023
Alexander Wyse, Member, term concludes 12-31-2023
Jason Zaklikowski, Member, term concludes 12-31-2023; and

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

WHEREAS, Helaine Sanders has expressed interest in serving on the AGFAB.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board increases the Amherst Government Financial Advisory Board to seven (7) members; and

BE IT FURTHER RESOLVED that the Amherst Town Board appoints Helaine Sanders to the Amherst Government Financial Advisory Board, for her first term to conclude on December 31, 2024.

9/6/2022
Consent

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

2. Resolution 2022-846

Correction to LOSAP Service Award Credits

TO: Town Board

FROM: Michael Szukala
Council Member

DATE: August 31, 2022

RE: Correction to LOSAP Service Award Credits
For members of Main-Transit Volunteer Fire Company

WHEREAS, the Town of Amherst is the sponsor of the Main-Transit Volunteer Fire Company, and

WHEREAS, the Main-Transit Fire Company has submitted the following corrections:

David Chmielewski earned 87 points in 2007 entitling him to credit for that year which was not reported. Mr. Chmielewski became entitled to his benefits on January 1, 2015. A correction of the points through September 1, 2022 will entitle to him an additional $1,860 (93 months of $20 payments) His current monthly benefit will be increased by $20 per month beginning October 1, 2022.

Marc Gravelle Jr. earned 92 points in 2002 entitling him to credit for that year which was not reported. The additional $20 benefit will added to his years of service when he is entitled to the benefits.

WHEREAS, Penflex, the town actuary responsible for administering the LOSAP programs, requires that the Town Board approve the change;

NOW, THEREFORE, BE IT RESOLVED that the Town of Amherst Town Board hereby approves and adopts the corrections to the Main-Transit Volunteer Fire Co. service award credits.

9/6/2022
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-847

Traffic Calming Installations - Bond Resolution ($250,000)

AGENDA ITEM : SEPTEMBER 6TH, 2022

TO: **Town Board**

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

DATE: **August 31, 2022**

RE: **Traffic Calming Installations**
2022-2027 C.I.P. - Project No. E-40

Bond Resolution - $250,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $250,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - September 6, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Christopher P. Schregel, Project Manager *(w/attachment)*

9/6/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2022-848

Pathway to Safety Enhancement Project (Bond Resolution - $100,000)

AGENDA ITEM : SEPTEMBER 6TH, 2022

TO: Town Board

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

DATE: August 31, 2022

RE: Pathway Safety Enhancement Project
2022-2027 C.I.P. - Project No. 2015.033
Bond Resolution - $100,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $100,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - September 6,2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Christopher P. Schregel, Project Manager *(w/attachment)*

9/6/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2022-849

Frankhauser Guiderail Relocation (Bond Resolution - $30,000)

AGENDA ITEM : SEPTEMBER 6TH, 2022

TO: **Town Board**

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

DATE: **August 31, 2022**

RE: **Pathway Safety Enhancement Project**
Bond Resolution - $30,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $30,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - September 6, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Christopher P. Schregel, Project Manager *(w/attachment)*

9/6/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

4. Resolution 2022-850

Dedication of Evergreen Landings Phase 5 (Cimato to TOA)

AGENDA ITEM : SEPTEMBER 6TH, 2022

TO: **Town Board**

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

DATE: **August 31, 2022**

RE: **Dedication of Evergreen Landings Subdivision - Phase 5**

Kindly adopt a resolution authorizing the Supervisor to accept the dedication of the above subdivision as detailed in the attached Deed and to execute any and all documents that are required to effectuate the dedication.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - September 6th, 2022**)
Jeffrey D. Palumbo, Esq. (*w/o attachment*)

9/6/2022
Consent

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

B. TOWN CLERK:

1. Resolution 2022-851

Fireworks Permit - Williamsville North High School

Request for fireworks permit on September 29, 2022 at approximately 9 pm at Williamsville North High School, 1595 Hopkins Road with the following conditions:

1. That the spectators, parking areas and structures be 70 feet from the fireworks discharge location for vertical mortars. (max. 1 inch shells)

2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters are Nick Leo and Mark Mongeon and changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Crowds over 1000 people require a crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9. The submitted launch site is approved.

9/6/2022
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2022-852

2022 Mileage Rate Increase

The IRS announced an increase in the optional standard mileage rate of $.04 to $0.625 from $0.585 per mile, Announcement 2022-13. Please set $0.625 per mile as the Town's mileage rate through 12/31/2022.

9/6/2022
Consent

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

2. Resolution 2022-853

Budget Transfers and Amendments

For September 6, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 8/31/2022
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:***
KP2104.4972 Construction Expense $5,888.64	KP2104.4971 Design Expense $5,888.64
To transfer funds for Amherst Gateway Park capital project.	
A1990.4000 General Fund Contingency $405.00	A8020.9000 Interfund Transfers $405.00
To transfer funds from General Fund Contingency into Planning Interfund Transfers for a transfer into T3072.05031 Historic Preservation Interfund Transfers for damage to Smallwood Drive Historic Entranceway for amount over insurance reimbursements.	

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
KP1829.03098 NYSERDA $2,750.00	KP1829.4972 Construction Expense $2,750.00
To amended budget for KP1829 Renewable Energy Town Buildings for NYSERDA Rebate Increase.	
N2150.02785 Tonawanda HOME- PI $4,500.00	N2150.4000 Contractual $4,500.00
N2153.02785 Tonawanda Admin- PI 500.00	N2153.4003 Admin $500.00
To recognize Community Development program income from 533 Montrose, Tonawanda.	
N2144.02785 Cheektowaga Rehab - PI $34,474.50	N2144.4000 Contractual $34,474.50
N2149.02785 Cheektowaga Home Admin - PI $3,830.50	N2149.4003 10% Admin $3,830.50
To recognize Community Development program income from 1473 Harlem Rd., Cheektowaga.	

9/6/2022
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2022-854

Award Bid #2022022 - Tree Treatment Products - CRS #3544

WHEREAS, the Contract Compliance and Administration Department received bids on August 11, 2022 for Bid #2022022 Tree Treatment Products; and

WHEREAS, the bid process resulted in responses from one (1) vendor, as per the attached bid tabulation form;

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with SiteOne Landscape Supply.

9/6/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

2. Resolution 2022-855

Amendment to Bid Award for Bid #2022018 Heavy Duty Equipment Parts - CRS #3517 & #3518

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2022018 for Heavy Duty Equipment Parts and Service at the July 25, 2022 Town Board meeting, Resolution #2022-730; and

WHEREAS, Bid Item #1 for Hyundai Parts - All Models and Engines was originally awarded

to Tracey Road Equipment at a discounted price off Manufacturers' List Price of 25%; and

WHEREAS, a letter dated August 12, 2022 (attached) was received from Tracey Road Equipment withdrawing their bid for Bid Item #1 for Hyundai Parts;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department re-assign Bid Item #1 from Tracey Road Equipment to George & Swede as per the amended bid tabulation form.

9/6/2022
Consent

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

3. Resolution 2022-856

Award Bid #2022023 - Calcium Nitrate Solution - CRS #3555

WHEREAS, bids were received on August 11, 2022 for Bid #2022023 Calcium Nitrate Solution; and

WHEREAS, one (1) bid was received as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to PVS-CDI Chemicals, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with PVS-CDI Chemicals Inc.

9/6/2022
Consent

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

4. Resolution 2022-857

Extension of Garbage and Recycling Totes & Parts Contract - CRS #3560 (Original CRS/CMS #1212/1601)

WHEREAS, Cascade Engineering has agreed to extend their contract for Garbage and Recycling Totes and Parts (Bid #2018043); and

WHEREAS, rates have been negotiated based on resin prices, as per the original contract, and as stated in the Contract Extension (attached); and

WHEREAS, the contract allows for a three-year extension, but a one-year extension was agreed upon by both the Town and Vendor due to current market volatility;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Cascade Engineering for the period March 26, 2022 thru March 25, 2023; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the one-year contract extension with Cascade Engineering, Inc.; and

BE IT FURTHER RESOLVED, approval is subject to successful completion of the Contract Routing System, due to the need for the Refuse Dept. to order totes as soon as possible.

9/6/2022
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING:

1. Resolution 2022-858

2022-2027 CIP Amendment CIP Project No. E-42; Frankhauser Guide Rail Relocation

It was identified by the Director of Finance that the funding source for the above referenced CIP project was incorrectly identified in the 2022-2027 CIP. As such, the Engineering Department is recommending amendment of the 2022-2027 CIP by changing the funding source from General Account (LA) to Highway District Bond (LD) for project number E-42 .

CIP No.	Project Description	2022 Bond Allocations	Amend To
E-42	Frankhauser Guide Rail Relocation	$ 30,000 LA	$ 30,000 LD
	Total	**$ 30,000**	**$ 30,000**

LA: General Fund Bond; LD: Highway District Bond;

Please approve this amendment to the 2022-2027 CIP and assign the funding identified above. The request is budget neutral.

9/6/2022
Consent

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

2. Resolution 2022-859

Gateway Park No-Cost Time Extension Change Order No. 1 Nova Site Company, LLC CRS No. 3565

We are requesting that the Town Board consider approval of the above referenced Change Order No 1 which calls for a contract time extension through December 15, 2022 for the Gateway Park project. Supply shortages delayed the acquisition of the pergola structure from the fabricator resulting in overall construction delays.

This request is contingent on successful completion of the contract review process. Thank you for considering this request.

9/6/2022
Consent

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

3. Resolution 2022-860

Gorman Rupp Pump Parts - Siewert Equipment CRS No. 3557

The Engineering Department WPCF is seeking approval to order pump parts to repair Gorman Rupp Pumps within the plant and at lift stations. Gorman Rupp original equipment manufactured parts are available through a "Sole Source" provider, which is Siewert Equipment, LLC.

As such, the WPCF is requesting the Town Board to authorize the Supervisor to sign an agreement to procure the required parts listed on the attached Siewert Equipment quote QTRoch03810, dated 8/24/2022 at a cost of $39,967.16 plus freight.

The WPCF also requests a waiver from insurance requirements, as Siewert Equipment will utilize a third party delivery service.

This contract has successfully completed the contract review process.

Funds will be available in KP2026-2600 & G9916-2600

Thank you for considering this request.

9/6/2022
Consent

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

4. Resolution 2022-861

Emergency Purchase - WPCF O2 Valve Replacements RM Headlee Company & Hohl Industrial Services CRS No. 3564

The Engineering Department, WPCF division, is currently contracted with David Martin of Mohawk Cryo LLC., to oversee the safe and efficient operation of our oxygen generating plant. Upon receiving correspondence from Dave Martin that our 12" DeZurik reversing heat exchanger switching valves are failing and in need of immediate replacement, we researched how best to replace these valves in a timely manner. With the cost of DeZurik valves being $87,838.38, we were able to source high performance butterfly valves with a rack and pinion pneumatic double acting actuator that will provide the same functionality. These alternative valves will cost $45,275.00 (plus actual freight). At this time, we are asking the Town Board to approve the following Emergency Purchases:

1. R.M. Headlee Company, to supply the valves needed as per their attached quote RMHQ31371, totaling $45,275.00 plus actual freight.

2. Hohl Industrial Services, to perform the removal and installation of the referenced valves as per their attached proposal 81417 REV. 1, dated August 04, 2022, with an anticipated cost of $44,180.00.

   Funds for this request are available in KP2136-2150.

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

   Thank you for considering this request.

9/6/2022
Consent

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

L. FINANCE:

1. Resolution 2022-862

Authorize Director of Finance and Comptroller to Modify ORG/Object Codes for Approved Contracts

WHEREAS, Contracts are routed through the Town's Contract Routing System and approved by the Town Board with specific ORG/Object codes; and

WHEREAS, various ORG/Object codes are frequently appropriate for use, but may not have been anticipated at the time of contract approval;

NOW, THEREFORE, BE IT RESOLVED, the Finance Director and Comptroller are hereby authroized to amend the ORG/Object codes associated with approved contracts without Town Board approval, after review of such contracts and associated paperwork; and

BE IT FURTHER RESOLVED, if an ORG/Object code for a capital project (KP account) is added to the contract, a not to exceed (NTE) amount shall also be designated.

9/6/2022
Consent

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

M. HIGHWAY

1. Resolution 2022-863

Highway Back-Up Generator Service Agreement - Southworth - Milton Inc - CRS#3554

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign a two (2) year Service Agreement between Southworth-Milton, Inc and the Town of Amherst Highway Department for service for the Highway Department back-up generator.

The cost of this Service Agreement for inspections will be $4,902.73 for two (2) years for four (4) preventive maintenance visits:

PM 1 August 2022 and 2023;
PM 2 February 2023 and 2024;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract above. This contract is subject to the Contract Routing System (CRS#3554) and the approval of the Town Attorney.

9/6/2022
Consent

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

2. Resolution 2022-864

Authorize Payment to Five Star Equipment, Inc.

The Highway Department is requesting the Town Board to authorize the Comptroller to execute payment to Five Star Equipment Inc, 284 Ellicott Road, PO Box 985, West Falls, NY 14170 for purchase order number 22219583 for invoice number W06990 in the amount of $27,196.47.

Vehicle Number 111, John Deere Skid Steer 333DT, Year 2010 (ie Pay loader) was delivered

to Five Star Equipment Inc on February 3, 2022 for diagnostic testing. The Five Star Equipment contract with the Town of Amherst expired on June 17, 2022. The repaired vehicle was returned to the Highway Department after extensive supply chain delays on August 19, 2022.

This vehicle's repair costs were not encumbered but funding is available under D5130: 2600 for $27,196.47.

We are seeking approval for and directive to the Town Comptroller for the payment of the outstanding invoice and Purchase Order #22219583 for $27,196.47 dated 8/23/2022 at PO Box 176, Dunmore, PA 18512. Thank you for considering this request.

9/6/2022
Consent

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

3. Resolution 2022-865

Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS# 3549

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) Global M3 Street Sweeper, Cummins, 130 HP 3.8L for the Highway Department for a cost of ~~$242,544.00~~ $243,358.00 from GLOBAL ENVIRONMENTAL PRODUCTS through CYNCON EQUIPMENT INC. with a SOURCEWELL contract.

This pricing is based upon the SOURCEWELL AND Global Environmental Products contract number 093021 WITH CYNCON EQUIPMENT INC., 7494 W. Henrietta Road, Rush, New York 14543. Contract #093021 is for the period now through November 16, 2025.

Funding is available to pay for this purchase under 2022 Equipment Bond KP 2224-2600 for ~~$242,544.00~~ $243,358.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract. This purchase is subject to the Contract Routing System (CRS#3549) and the approval of the Town Attorney.

9/6/2022
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. The amendment adds the underlined language. 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

4. Resolution 2022-866

Auction of Highway Department Surplus Equipment - Fall 2022

In an effort to sell various antiquated Highway and Parks Department equipment, the Highway Department is requesting permission to participate with the Town approved Online Auctioneer Services Company approved per Resolution 2019-1248.

The Online Auctions are on-going with the Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052. The Town of Amherst will not be charged for selling or advertising.

May we please have the approval to place the itemized equipment in the auction?

9/6/2022
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2022-867

Voluntary Separation Incentive 2022 CSEA

WHEREAS, the Town of Amherst is considering offering a Voluntary Separation Incentive Program for full-time employees subject to final agreement with the applicable unions as follows:

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC. (CSEA)

VOLUNTARY SEPARATION INCENTIVE:

Eligible Employee: Employees potentially eligible for the Voluntary Separation Incentive will be identified and targeted based on job title, departmental needs and other relevant factors following consultation with Department Heads. Any employee considered for the incentive must have a minimum of ten (10) years of continuous full time, permanent service with the Town of Amherst.

Time to apply for incentive: Employees must file an initial application for the Voluntary Separation Incentive no later than **December 1, 2022** on the form attached hereto, and an irrevocable letter of voluntary resignation no later than **December 16, 2022**. The Town reserves the right to extend the election period for additional days.

Separation Date: Employee must separate from employment with the Town no earlier than **January 3, 2022** and no later than **December 30, 2022**. The Town reserves the right to extend the separation deadline for additional days.

Voluntary Separation Incentive - Continued Health Insurance: For eligible employees who are approved and accept the Voluntary Separation Incentive, the Town shall continue to provide fully paid family or single health insurance, dental insurance and vision coverage for a two year (24 full consecutive months) period. In the event of death of the employee, the payments shall continue to be made and applied as payment in full for appropriate continued medical insurance for the employee's spouse and/or eligible dependents for the remainder of the twenty-four (24) month period.

The Voluntary Separation Incentive shall not be used in the calculation of any retirement benefit.

Resignation: An employee accepting the Voluntary Separation Incentive shall be required to sign an irrevocable letter of voluntary resignation no later than **December 16, 2022**. The employee agrees that he/she is not eligible for unemployment insurance.

****

I have read the terms of the foregoing Voluntary Separation Incentive Program and elect to accept the incentive. I understand that until I receive notification from the Director of Human Resources that I have been accepted into the program and I sign the separation affidavit this election is not finalized.

Signature: _____

Employee: _____
Print Name

Date: _____

****

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board approves the described Voluntary Separation Incentive for 2022.

9/6/2022
Consent

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

2. Resolution 2022-868

Voluntary Separation Incentive 2022 AHEA

WHEREAS, the Town of Amherst is considering offering a Voluntary Separation Incentive Program for full-time employees subject to final agreement with the applicable unions as follows:

AMHERST HIGHWAY EMPLOYEES ASSOCIATION, INC. (AHEA)

VOLUNTARY SEPARATION INCENTIVE:

Eligible Employee: Employees potentially eligible for the Voluntary Separation Incentive will be identified and targeted based on job title, departmental needs and other relevant factors following consultation with Department Heads. Any employee considered for the incentive must have a minimum of ten (10) years of continuous full time, permanent service with the Town of Amherst.

Time to apply for incentive: Employees must file an initial application for the Voluntary Separation Incentive no later than **December 1, 2022** on the form attached hereto, and an irrevocable letter of voluntary resignation no later than **December 16, 2022**. The Town reserves the right to extend the election period for additional days.

Separation Date: Employee must separate from employment with the Town no earlier than **January 3, 2022** and no later than **December 30, 2022**. The Town reserves the right to extend the separation deadline for additional days.

Voluntary Separation Incentive - Continued Health Insurance: For eligible employees who are approved and accept the Voluntary Separation Incentive, the Town shall continue to provide fully paid family or single health insurance, dental insurance and vision coverage for a two year (24 full consecutive months) period. In the event of death of the employee, the payments shall continue to be made and

applied as payment in full for appropriate continued medical insurance for the employee's spouse and/or eligible dependents for the remainder of the twenty-four (24) month period.

The Voluntary Separation Incentive shall not be used in the calculation of any retirement benefit.

Resignation: An employee accepting the Voluntary Separation Incentive shall be required to sign an irrevocable letter of voluntary resignation no later than **December 16, 2022**. The employee agrees that he/she is not eligible for unemployment insurance.

****

I have read the terms of the foregoing Voluntary Separation Incentive Program and elect to accept the incentive. I understand that until I receive notification from the Director of Human Resources that I have been accepted into the program and I sign the separation affidavit this election is not finalized.

Signature: _____

Employee: _____
Print Name

Date: _____

****

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board approves the described Voluntary Separation Incentive for 2022.

9/6/2022
Consent

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

3. Resolution 2022-869

Accountant/Comptroller's Office

Please appoint an Accountant to the Comptroller's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective September 7, 2022, at an annual salary of $53,469, Grade 14, Step B for Elizabeth Moon.

This is a promotion for an employee currently serving as Jr. Accountant.

9/6/2022
Consent

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

4. Resolution 2022-870

Laborer Crew Chief/Engineering Department (2 Positions)

Please appoint two (2) Laborer Crew Chiefs to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $25.68, Grade IV, Step 3 for Gregory Burow and James Day.

These are promotions for two employees currently serving as Motor Equipment Operators.

9/6/2022
Consent

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

5. Resolution 2022-871

Laborer Crew Chief/Engineering Department

Please appoint a Laborer Crew Chief to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $30.41, Grade IV, Step 7 for Stevie Iverson.

This is a promotion for an employee currently serving as Motor Equipment Operator and due to a retirement.

9/6/2022
Consent

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

6. Resolution 2022-872

Laborer Crew Chief/Engineering Department

Please appoint a Laborer Crew Chief to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $24.40, Grade IV, Step 2 for Michael Germain.

This is a promotion for an employee currently serving as Motor Equipment Operator.

9/6/2022
Consent

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

7. Resolution 2022-873

Working Crew Chief/Engineering Department

Please appoint a Working Crew Chief to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $33.26, Grade V, Step 9 for David Moehrle.

This is a promotion for an employee currently serving as Laborer Crew Chief and due to a retirement.

9/6/2022
Consent

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

8. Resolution 2022-874

Electrician Crew Chief/Engineering-Plant #16

Please appoint an Electrician Crew Chief to the Engineering Department/Plant #16. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022, at an annual salary of $85,058, Grade 20, Step F for Andrew Vaillancourt.

This is a promotion for an employee currently serving as Senior Electrician. Replacing an employee who retired.

9/6/2022
Consent

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

9. Resolution 2022-875

Supervising Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Supervising Wastewater Facilities Mechanic to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $34.34, Grade VI, Step 8 for Charles Castellana.

This is a promotion for an employee currently serving as Senior Wastewater Facilities Mechanic.

9/6/2022
Consent

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

10. Resolution 2022-876

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an annual salary of $95,467 for Lori Martinez.

This is a promotion for an employee currently serving as Police Officer and replacing an employee who is being promoted.

9/6/2022
Consent

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

11. Resolution 2022-877

Detective Sergeant/Police Department

Please appoint a Detective Sergeant to the Police Department. Temporary, effective September 7, 2022 at an annual salary of $98,139 for Michael Sliwa.

This appointment fills a vacancy due to a retirement and is a promotion for an employee currently serving as Detective.

9/6/2022
Consent

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

12. Resolution 2022-878

Maintenance Worker/Engineering Department

Please appoint a Maintenance Worker to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $19.69, Grade II, Step A for Colin Nelson.

Contingent upon completing all pre-employment requirements.

Replacing an employee who transferred to another department.

9/6/2022
Consent

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

13. Resolution 2022-879

Messenger/Court

Please appoint a Messenger to the Court. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $14.94, Grade 2, Step A for Kimberly McGuirk-Zuber.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

9/6/2022
Consent

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

14. Resolution 2022-880

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022, at an hourly rate of $17.06, Step A for Samuel Berke.

Contingent upon completing all pre-employment requirements.

Filling a vacant position.

9/6/2022
Consent

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

15. Resolution 2022-881

Clerk - PT/Senior Services

Please appoint a Clerk - PT/Senior Services, Effective September 7, 2022, Temporary, $13.20, Step 1 for Linda Domres.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

9/6/2022
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2022-882

SEQR Notice of Intent to be Lead Agency (772 North Forest Road)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board seeks to be deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to purchases, rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board is considering entering into a purchase agreement with the owner of 772 North Forest Road to acquire such property and desires to initiate the required State Environmental Quality Review (SEQR) to allow for the proposed purchase agreement to be executed, and be it further

RESOLVED, that the that Town Planning Department be hereby directed to solicit all involved agencies for concurrence with the Town's desire to act as SEQR lead agency in its proposed acquisition of 772 North Forest Road so that the SEQR review may commence and this Town Board may make a determination of environmental significance prior to executing a proposed purchase agreement.

9/6/2022
Consent

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

2. Resolution 2022-883

Public Hearing Request for Proposed Local Law to Amend Chapter 204 of Town Code (Subdivision Regulations) Relating to Roadway Illumination, ZTA-2022-01

Please schedule a public hearing on October 3, 2022 for the Proposed Local Law to Amend Chapter 204 of Town Code (Subdivision Regulations) Relating to Roadway Illumination (ZTA-2022-01).

9/6/2022
Consent

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

3. Resolution 2022-884

Public Hearing Request for Proposed Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) for Miscellaneous Text Changes, ZTA-2022-02

Please schedule a public hearing on October 3, 2022 for the Proposed Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) for Miscellaneous Text Changes (ZTA-2022-02).

9/6/2022
Consent

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

4. Resolution 2022-885

Masonry Repairs of Main Street & Smallwood Drive Entranceway CRS ID#3562

WHEREAS, the historic entranceway at Main Street and Smallwood Drive was among the entranceways designated as local historic landmarks by the Town Board on March 1, 2004 and is further listed on the State and National Registers of Historic Places, and

WHEREAS, in early 2022 a portion of the Main Street & Smallwood Drive entranceway was struck by a vehicle and severely damaged, and

WHEREAS, a Request for Proposals was sent to three (3) masonry firms, and the bid that was the lowest cost was Morris Masonry Restoration, LLC, and

WHEREAS, Morris Masonry Restoration, LLC has provided a quotation of $19,550.00 for reconstruction of the damaged portion of the entranceway in May 2022, and

WHEREAS, Morris Masonry Restoration, LLC provided an updated quote for the project on August 22, 2022 in the amount of $19,955, $405.00 over the original quote that has since expired, and

WHEREAS, a check from the insurance claim from the original quote of $19,550 has been received and a request for the remaining $405.00 has been made through the Town's insurance carrier, and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to execute contracts with Morris Masonry Restoration, LLC for reconstruction of the damaged portion of the Main Street & Smallwood Drive entranceway pending completion of the contract routing procedure.

9/6/2022
Consent

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

Q. POLICE:

R. SENIOR SERVICES:

1. Resolution 2022-886

Class Instructor/Sub-Contractor Commitment CRS#3550

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

9/6/2022
Consent

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

2. Resolution 2022-887

Class Instructor/Sub-Contractor Commitment CRS#3551

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

9/6/2022
Consent

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

S. YOUTH AND RECREATION:

1. Resolution 2022-888

Sourcewell Piggyback (Grassland) CRS #3548

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation) and Grassland Equipment & Irrigation Corp. for purposes of piggybacking off of the Sourcewell National Contract #031121-TTC.

9/6/2022
Consent

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

2. Resolution 2022-889

Purchase Approval Amendment (Enersys)

Amend the purchase of ice resurfacer batteries from Enersys previously authorized via Resolution 2022-788 to allocate the funding as follows: KP 2220.2600: $52,300.00 and A 7253.2600: $4.014.00.

9/6/2022
Consent

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

3. Resolution 2022-890

Artist Agreement (O'Connell) - CRS #3547

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Mary Kate O'Connell for music at the Basset Park Farmers' Markets.

9/6/2022
Consent

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

4. Resolution 2022-891

Equipment Purchases - Youth & Rec CRS #3548

Authorize purchase of the following pieces of equipment from Grassland, utilizing CRS #3548:

Baseball/Softball Field Groomer - $32,930.35
Wide Area Rotary Mower - $87,666.58

Multi-Machine Maintenance Vehicle - $22,347.01
Wide Are Rotary Field Striping Mower - $72,599.44
Grounds Utility Vehicle - Medium Duty - $14,162.97
Grounds Utility Vehicle - Heavy Duty - $36,990.14

9/6/2022
Consent

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

5. Resolution 2022-892

Travel Approval

Authorize Brian Bush to travel to Reading, PA with a team from CIMCO sometime during the week of September 6-8, 2022 to observe the commissioning of a CO2 ice plant similar to what is being proposed for the Northtown Center.

9/6/2022
Consent

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

6. Resolution 2022-893

Food Truck Operator (Cheesy Chick) - CRS #3498

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Cheesy Chick LLC for participation in various Town of Amherst events.

9/6/2022
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2022-98

Canandaigua Niagara Falls Trailway Resident Comments

Comments and suggestions from residents regarding the Canandaigua Niagara Falls Trailway.

9/6/2022
Referred to Planning, Attorney and Engineering.

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

2. Communication 2022-99

Notice of Claim: Lisa Hechmer Vs. Town of Amherst

9/6/2022
Referred to Town Attorney.

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

3. Communication 2022-100

Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.

9/6/2022
Referred to Town Attorney.

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was opened at 7:22 PM.

There being no further business requiring Suspension of Rules, Deputy Supervisor Berger moved to close, seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was closed at 7:25 PM.

1. Resolution 2022-894

Pre-Apprentice Program Agreement

Suspension to Town Board Agenda Item August 22, 2022

TO: **Town Board**

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

DATE: **September 6, 2022**

RE: **Pre-Apprentice Program Agreement**

WHEREAS, the Town and the Buffalo and Niagara County Building and Construction Trades Council have a mutual interest in encouraging young adults in the community to pursue careers in the construction trades so that they are gainfully employed and there is a sufficient supply of construction trades labor in the community; and

WHEREAS, the Town is establishing an eight (8) week (40 hours per week) construction trades pre-apprenticeship training program whereby it will hire young adults over the age of 18 on a seasonal or temporary basis to perform maintenance and repair work on Town-owned buildings located at the Buffalo Niagara Heritage Village located at 3755 Tonawanda Creek Road, Amherst, New York, to introduce them to the benefits of a career in the construction trades and provided them with hands on experience in the construction trades; and

WHEREAS, the Council has experience in running pre-apprenticeship training programs that would aid in the success of the pre-apprenticeship training program; and

WHEREAS, the Town desires that the Council conduct and oversee the training of participants in the pre-apprenticeship training program and the Council desires to do so;

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Town Supervisor to execute the Professional Services Agreement with the Buffalo and Niagara County Building and Construction Trades Council, pending the addition of "Schedule A", CRS approval, and perfection by all parties' attorneys.

9/6/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

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

2. Resolution 2022-895

Settlement of Litigation Matter - Micro-Link, LLC V. Town of Amherst

Suspension to Town Board Agenda Item August 22, 2022

TO: **Town Board**

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

DATE: **September 6, 2022**

RE: **Settlement of Litigation Matter**
Micro-Link, LLC v. Town of Amherst

WHEREAS, on February 10, 2000, the Town of Amherst entered into a contract with Micro-Link, LLC (Micro-Link) to perform certain work and services in connection with the operation of the Town's Wastewater Treatment Plant (Plant); and

WHEREAS, the term of that contract commenced on February 10, 2000 and terminated on February 9, 2003, but was renewal for the term of February 10, 2003 through February 9, 2006; and

WHEREAS, the Town terminated that agreement as of February 9, 2006; and,

WHEREAS, on December 29, 2006, Micro-Link forwarded an invoice for payment in the amount of $504,782.14, said invoice having never been paid; and

WHEREAS, in August of 2007, Micro-Link commenced a breach of contract suit against the Town of Amherst demanding $573,400.11 as payment for all outstanding invoices and additionally late fees from December 29, 2006 at 18% per year until that invoice was paid, in full; and

WHEREAS, the initial breach of contract suit by Micro-Link also demanded reasonable attorney's fees, costs and expenses for bringing the breach of contract action; and

WHEREAS, in response, the Town denied liability and counterclaimed in the amount of $617,009.00 based upon its contention that Micro-Link breached the aforementioned contract and that the Town overpaid Micro-Link pursuant to the contract, said sum determined by an audit completed by the New York State Comptroller's Office; and

WHEREAS, the matter has been in litigation since August 2007 with multiple trips to the Supreme Court, Appellate Division, Fourth Department; and

WHEREAS, the matter finally came to be heard and tried before the Honorable Timothy J. Walker, J.S.C. Supreme Court, Erie County and a jury with trial proof commencing on June 13, 2022; and

WHEREAS, the jury reached a verdict on July 1, 2022 awarding Micro-Link the amount of [redacted]; and

WHEREAS, despite this verdict, there are a number of issues outstanding between the parties, including but not limited to: (1) whether there should be any late charges associated with the invoice dated December 29, 2006; (2) whether there should be any pre-verdict interest awarded against the Town; (3) whether there should be any post-verdict interest awarded against the Town; and, (4) whether reasonable litigation costs, including attorney's fees, should be awarded against the Town; and

WHEREAS, the Town Board having been apprised of the status of this matter at Executive Sessions held on July 11, 2022, July 25, 2022, August 8, 2022, and August 22, 2022, and having heard the details and the issues involved in the verdict from Town Attorney Stanley J. Sliwa, Esq., and the Town's outside counsel, Marc W. Brown, Esq., of Goldberg Segalla; and

WHEREAS, the Town Board granted authority to the Town Supervisor to settle this matter within a specific range; and

WHEREAS, on August 30, 2022, Town Supervisor, Brian J. Kulpa, appeared before Justice Walker together with Senior Deputy Town Attorney Martin A. Polowy, Esq. and Marc W. Brown, Esq.; and, Micro-Link having appeared through its attorney, R. Anthony Rupp, III, Esq.; and

WHEREAS, the parties through counsel and with the assistance of Justice Walker reached a resolution of all issues involved in this matter, the settlement terms and conditions set forth

by the parties' attorneys on the record;

BE IT IS RESOLVED, that the Town Board authorizes the Town Attorney to settle the Micro-Link matter in the amount of [redacted], on the terms and conditions set forth on the record before Justice Walker; and

BE IT FURTHER RESOLVED, that the Town's Attorneys are to prepare any and all documents needed to finalize the settlement of this matter; and

BE IT FURTHER RESOLVED, the Town Board hereby authorizes the Town Supervisor, Brian J. Kulpa, to execute any and all documents needed to effectuate settlement in this matter once they are approved for by the Town Attorney.

9/6/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Supervisor Kulpa and unanimoulsy approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 7:25 PM.

The following speakers addressed the Town Board:
Don Smith, 201 N Long St - fiscal impact regarding micro link case
Tom Frank, Main Street - Amherst central park

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 7:30 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Bucki and unanimously approved 5-0. The Town Board meeting of September 6, 2022 was adjourned at 7:30 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26281 **RESOLUTION 2022-806** **HEARING CLOSED**

35, 50 & 55 Crosspoint Parkway Rezoning

Request to rezone 35, 50 & 55 Crosspoint Parkway from GB to DC-5.

8/22/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:04 PM.

Kevin Kirk, Uniland Development, presented.

Jim Zappa, 43 Fawn Meadows Ct., spoke in opposition.

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the September 6th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was adjourned at 7:23 PM.

9/6/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:03 PM.

Kevin Kirk, Uniland Development, presented a brief summary of the project.

Jim Zappa, 43 Fawn Meadows Ct., spoke in opposition.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:15 PM.

RESULT:	**HEARING CLOSED**

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Town Board Agenda of August 22, 2022

August 10, 2022

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

Subject: Request to rezone 11.29 ± acres of land from General Business (GB) to Deep Corridor District 5 (DC-5); property located at 35, 50 & 55 Crosspoint Parkway, Uniland Development Petitioner. (Z-2022-06).

Honorable Members:

The subject properties total 11.29 ± acres in size, located on the north side of North French Road at its intersection with Crosspoint Parkway which is located approximately 500 feet west of the intersection of North French Road and Millersport Highway. The eastern portion of the site (35 & 55 Crosspoint Parkway) is currently a commercial retail plaza with an outbuilding and associated parking. The western portion of the site (55 Crosspoint Parkway) is currently vacant land with trees and the developments signage located near the intersection of Crosspoint Parkway and North French Road.

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

The purpose of this request is to allow for the subsequent development of a residential project that will consist of three, 4-story buildings that will contain a total of 208± units. The concept plan also illustrates 8 garage buildings, a parking field and associated landscaping.

The history of rezoning requests for these subject properties are as follows;

Z-1995-36: Rezoning of 178 acres of land from SA to RD & GB for the Crosspoint Business Park. Approved by the Town Board with Adoption of a SEQRA Certification of Findings on September 16, 1996.

Z-2000-25: Rezoning from GB to RD in the Crosspoint Business Park. The parcel located at 105 Crosspoint Parkway was zoned GB as part of the original request (Z-1995-36) and this request was a swapping of its designation with the parcel at 55 Crosspoint Parkway which was zoned RD as part of the original rezoning.

Z-2000-26: Rezoning from RD to GB in the Crosspoint Business Park. The parcel located at 55 Crosspoint Parkway was zoned RD as part of the original request (Z-1995-36) and this request was a swapping of its designation with the parcel at 105 Crosspoint Parkway which was zoned GB as part of the original rezoning.

The Town Board and Planning Board have previously adopted Certification of SEQRA Findings for the Crosspoint Business Park which includes the subject parcels. This Certification outlines the known adverse environmental impacts based on a Final Environmental Impact Statement prepared by the Town of Amherst and filed on July 17, 1996. Specific mitigation measures are outlined in the Certification of Findings adopted on September 3, 1996 with the prior rezoning of the land.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Figure 6A of the Comprehensive Plan illustrates the subject area as a "Suburban Corridor". Suburban Corridors as described in Section 3.2.2 of the Bicentennial Comprehensive Plan are characterized by their location near residential neighborhoods, and along major thoroughfares. Deeper parcels like the subject request can accommodate larger transition areas to the likely adjacent residential development and are able to provide shared driveways that service a larger development. The concept plan closely aligns with the described character of "Suburban Corridors," therefore the proposed request is consistent with the adopted Bicentennial Comprehensive Plan.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The surrounding development is as follows; a commercial business park to the north zoned RD, single and multi-family residential to the south zoned R-3 and MFR-4, vacant land to the west zoned SA, and single-family residential to the east zoned R-3. The potential mixture of uses that could occur on the subject sites would be compatible with the larger context of surrounding uses that are directly adjacent and on a wider scale along the North French Road corridor.

ADEQUATE SERVICES AND UTILITIES

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

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Honorable Town Board

Rezone 11.29 ± acres of land from GB to DC-5;
property located at 35, 50 & 55 Crosspoint Parkway
Agenda of August 22, 2022

RECOMMENDATION

The Planning Board at their meeting of June 16, 2022 held a public hearing on the subject rezoning request and recommended to the Town Board that the certification of findings for the Crosspoint Development need to be amended to incorporate the proposed use of the land that was not originally envisioned as part of the Crosspoint Development. The Planning Board also recommended that the subject rezoning request be approved.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/TV /ac
Att.
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_TB_letter.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval: June 16, 2022
Ayes: 6; Noes: 0; Abstain: 1 (Chmiel)

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-06

PETITIONER

Uniland Development
100 Corporate Parkway, Suite 500
Amherst, NY 14226

PROPERTY LOCATION

35, 50 and 55 Crosspoint Parkway

WHEREAS the Town of Amherst Planning Board on Thursday, June 16, 2022 held a public hearing on the proposed rezoning of land from General Business District (GB) to Deep Corridor 5 District (DC-5), and

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

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

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

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

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

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

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

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

F. Under Section 404 of the Clean Water Act, the US Army Corps of Engineers has determined that it has no jurisdiction.

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

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-06

JUN21 '22 PM 3:39 RCVD

PETITIONER

Uniland Development

PROPERTY LOCATION

35, 50 and 55 Crosspoint Parkway

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

1. That the Certification of Findings be amended to include the proposed impacts of the uses allowed by the proposed zoning prior to the Town Board making a SEQR determination.

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 16, 2022; moved by Giuliani; seconded by Kahn; ayes 6, noes 0; abstain 1 (Chmiel).

Robert J. Gilmour, Planning Board Chair

6-21-22
Date

TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_resolution_061622.docx
Cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Uniland Development, Kevin Kirk, 100 Corporate Pkwy., Suite 500, Amherst, NY 14226

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

RECEIVED
MAY 13 2022
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: Z-2022-06 Acreage 11.29 ± Fee $ ~~3765~~ 3765.00

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department FDV 5/13/22 ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	X
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		X
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	X
	TOTAL FEE:	$ 3765.00

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Uniland Development

Address: 100 Corporate Parkway - Suite 500

Amherst (City) NY (State) 14226 (Zip Code)

Phone: 716-834-5000 (ext 565) Fax

E Mail: kkirk@uniland.com

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

From: 'GB' General Business District

To: 'DC-5' Deep Corridor 5 District

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

35 CrossPoint Parkway / 50 CrossPoint Parkway / 55 CrossPoint Parkway - Amherst, NY 14226

SBL #: 28.00-1-62.121A / 28.00-1-68.11 / 28.00-1-62.121

4. **Area of land to be rezoned** (in acres): Total = 11.29 acres (35 CrossPoint = 0.72 acres

50 CrossPoint = 7.51 acres & 55 CrossPoint = 3.06 acre

5. **Owner of Land:**

Name: The Uniland Partnership of Delaware LP

Address: 100 Corporate Parkway - Suite 500

Amherst (City) NY (State) 14226 (Zip Code)

Phone: 716-834-5000 (ext 565)

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

Name: Kevin B. Kirk, RA - Director of Planning & Design (Uniland Development)

Address: 100 Corporate Parkway - Suite 500

Amherst (City) NY (State) 14226 (Zip Code)

Phone: 716-834-5000 (ext 565) Fax

E Mail: kkirk@uniland.com

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

7. Petitioner's interest in property

_____Option to purchase
__X__Owner
_____Other (explain) _____

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

N/A

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

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

Liber - Page -

11. Information on proposed project:

A. Description of the character of the proposed development:

Existing vacant land at 50 CrossPoint to be developed as a multi-family residential project. Existing land at 35 & 55 CrossPoint will remain as retail, but is included in the rezoning for possible future development as mixed-use.

B. Rationale for rezoning request:

1. Why was this site chosen?

This site is owned by Uniland as part of the 120 acres +/- at CrossPoint Business Park. We are looking to create a true mixed-use environment by adding residential to the current office, industrial and retail uses.

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

The current 'GB' zoning does not allow a multi-family residential use on the first level.

3. How will this rezoning impact surrounding properties?

To allow residential development that would provide alternate housing options for those in the area, plus benefit companies at CrossPoint Business Park by providing nearby housing option for employees.

4. How will this rezoning impact the school system?

The project will potentially generate demand for educational services at Williamsville Central School District, however it will have a positive impact by adding property tax revenue.

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

12. Quantitative Data:

A. Total # of dwelling units: 208 proposed

B. Distribution of dwelling units by type: 124 two-bedroom units + 84 one-bedroom units

C. Gross Residential Density per acre: 28 units / acre

D. Total amount of Open Space: 2.26 acres of greenspace +/-

E. Proposed Non-Residential Floor Area: N/A

13. Development Schedule:

Start: Fall 2022

Finish: Fall 2023

Stages (# of): One Phase

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

N/A

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

N/A

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

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

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

See attached analysis

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

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

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

   See attached analysis

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

   See attached analysis

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

1. Sanitary Sewer Yes - Town of Amherst Sanitary Sewer District No. 16
2. Storm Sewer/Drainage Yes - Existing storm sewer
3. Water Yes - Erie County Water Authority
4. Other Yes - Gas, Electric

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

See attached analysis

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

See attached analysis

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

See attached analysis

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

17. The petitioner encloses herewith the sum of $ 3,750 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

K. Bik, RA - Unieland Development
Signature of Petitioner

Subscribed and sworn to before me this 12TH *day of* MAY 20 22

Notary Public, Erie County, New York

LYUBOV S. GOELZ
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Qualified In Erie County
Commission Expires February 9, 2024

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

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

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

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

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

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

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

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Rezoning Application Requirements and Checklist

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

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

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

For official use only:

_____
Approved/Date

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

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
CH (Cheektowaga)	Severe, wetness	Severe, wetness	N/A	Severe, wetness	Severe, wetness
	too clayey				

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

   X Geotechnical report attached _____ Not applicable

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

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

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

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

   CrossPoint Business Park - 120 acres +/-

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

   Describe_____

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

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project TBD
   Source: Consultant Traffic Study

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

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

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

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

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

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35 CrossPoint Parkway / 50 CrossPoint Parkway / 55 CrossPoint Parkway

Proposed Rezoning from 'GB' to 'DC-5'

Basis for Findings – Supplemental Analysis

16. Basis for Findings (Sec. 8-3-5 of the Town Zoning Code)

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

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the Plan that support the proposed zoning at this location.
    - Figure 6 of the Bicentennial Comprehensive Plan (Conceptual Land Use Plan) depicts the properties at 35 & 55 CrossPoint Parkway as being appropriate for "Commercial / Mixed Use" land uses. Although the property at 50 CrossPoint Parkway is shown as "Industrial – Office", it would be appropriate for this property to be included with the same land use intention as 35 & 55 CrossPoint, as they are all located along North French Road.
    - Figure 6-A (Commercial and Mixed-Use Designations) highlights 35, 50 & 55 CrossPoint Parkway as located within a "Suburban Corridor" area. Page 3-39 references Suburban Corridors and states "In many cases, corridors tend to have commercial development directly adjacent to single or multi-family homes"
2. Pursuant to the NYS Town Law Section 272a(11).....cite all text, maps, or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.
    - The proposed zoning will require a Local Law amending Chapter 203 of the Town of Amherst Code to rezone the properties from 'GB' to 'DC-5' and the amend the Zoning Map accordingly.
3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance.
    - The proposed development will include "open spaces" for outdoor uses including a central greenspace and patio areas.
    - The proposed development will not create "excessive concentration of population", instead it will help provide a mixed of uses at CrossPoint and bring new residential units into an unpopulated area.
    - The development location will utilize an existing traffic signal at North French Road and create access off CrossPoint Parkway, which will help reduce "street congestion" and "cause the least interference with traffic movements".
    - The project site has access to sanitary sewer and water lines, as well as public utilities. This will "insure economical extensions for sewers, water supply, waste disposal and other public utilities".
    - The proposed development is "generally consistent with the policies of the Comprehensive Plan".

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- Signage will conform to all town code requirements, thus "protecting the community from visual pollution from the unregulated use of signs and other advertising devices".

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

1. Sanitary Sewer: Yes – Town of Amherst Sanitary Sewer District No. 16
2. Storm Sewer/Drainage: Yes – Existing storm sewer
3. Water: Yes – Erie County Water Authority
4. Other: Yes – Gas & Electric

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

- The properties proposed for rezoning are located within CrossPoint Business Park and includes a number of uses: office, retail, restaurant, industrial & daycare. There is also a mix of zonings in the immediate neighborhood: 'SA', 'SC', 'R-3' and 'MFR-4A', 'MFR-5', 'GB' and 'MS'. Due to the various uses & multiple zoning classifications, adding a mixed-use zoning component would not adversely affect nearby properties or modify the character of the neighborhood.

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

- The proposed project is a multi-family residential development. Although that is allowed in the current 'GB' zoning, it is only allowed on upper floors. The proposed development is looking to include first floor units.

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

- A change in zoning classification from 'GB' to 'DC-5' to accommodate the proposed multi-family residential project will have positive impacts by creating a balance of uses at CrossPoint Business Park. A residential development will provide nearby employees the opportunity to live in close proximity to work. In addition, there are numerous existing retail amenities within the park that would benefit residents.

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TOWN OF AMHERST
PLANNING DEPT.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 35, 50 & 55 CrossPoint Rezoning		
Project Location (describe, and attach a general location map): 35, 50 & 55 CrossPoint Parkway, Amherst, NY 14226		
Brief Description of Proposed Action (include purpose or need): Rezoning of 11.29 acres of property from 'GB' to 'DC-5' in order to allow for multi-family residential development. The rezoning includes (3) parcels of land as follows: 35 CrossPoint Parkway = 0.72 acres + 50 CrossPoint Parkway = 7.51 acres + 55 CrossPoint Parkway = 3.06 acres		
Name of Applicant/Sponsor: Uniland Development	Telephone: 716-834-5000 E-Mail: kkirk@uniland.com	
Address: 100 Corporate Parkway		
City/PO: Amherst	State: NY	Zip Code: 14226
Project Contact (if not same as sponsor; give name and title/role): Kevin B. Kirk, RA - Director of Planning & Design (Uniland Development)	Telephone: 716-834-5000 (ext 565) E-Mail: kkirk@uniland.com	
Address: 100 Corporate Parkway		
City/PO: Amherst	State: NY	Zip Code: 14226
Property Owner (if not same as sponsor): Uniland Partnership of Delaware, LP	Telephone: E-Mail:	
Address: 100 Corporate Parkway		
City/PO: Amherst	State: NY	Zip Code: 14226

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☑Yes ☐No	Amherst Town Board - Rezoning	05/13/22
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Amherst Planning Board - Recommendation to Town Board	05/13/22
c. City, Town or Village Zoning Board of Appeals ☐Yes ☐No		
d. Other local agencies ☐Yes ☐No		
e. County agencies ☐Yes ☐No		
f. Regional agencies ☐Yes ☐No		
g. State agencies ☐Yes ☐No		
h. Federal agencies ☐Yes ☐No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes ☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No
If Yes, identify the plan(s):
NYS Heritage Areas: West Erie Canal Corridor

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No
If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
GB (General Business)

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? DC-5 (Deep Corridor 5)

C.4. Existing community services.

a. In what school district is the project site located? Williamsville School District

b. What police or other public protection forces serve the project site?
Town of Amherst Police Department

c. Which fire protection and emergency medical services serve the project site?
Getzville Fire Department

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential

b. a. Total acreage of the site of the proposed action? 11.29 +/- acres
b. Total acreage to be physically disturbed? 7.51 +/- acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 120.83 +/- acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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f. Does the project include new residential uses? ☑ Yes ☐ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	0	0	0	208
At completion of all phases	0	0	0	208

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No

If Yes,

i. Purpose of the impoundment: Storm water management

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: Storm water runoff

iii. If other than water, identify the type of impounded/contained liquids and their source. N/A

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: TBD acres

v. Dimensions of the proposed dam or impounding structure: N/A height; N/A length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

note that impoundment will not include a dam, it will be an excavation or underground pipe storage

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: 36,520 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:

- Name of district or service area: Town of Amherst / Erie County Water Authority Lease Managed Service Area
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district: Lake Erie

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:
N/A

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: N/A gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 36,520 gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:

- Name of wastewater treatment plant to be used: Town of Amherst Plant No. 16
- Name of district: Town of Amherst Sewer District No. 16
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

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- Do existing sewer lines serve the project site? ☑ Yes ☐ No
- Will a line extension within an existing district be necessary to serve the project? ☐ Yes ☑ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☑ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

N/A

vi. Describe any plans or designs to capture, recycle or reuse liquid waste:

none

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑ Yes ☐ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 5.25 acres (impervious surface)

_____ Square feet or 7.51 acres (parcel size)

ii. Describe types of new point sources. Pipes, stormwater planters and stormwater detention basins

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Directed to existing stormwater systems along CrossPoint Parkway and North French Roads

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐ Yes ☑ No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐ Yes ☑ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☑ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☑ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____ Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☑Yes ☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☑ Randomly between hours of 7:30am to 6:00pm .

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing 0 Proposed 320 Net increase/decrease +320

iv. Does the proposed action include any shared use parking? ☐Yes ☑No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☑No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☑Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☑No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action:
TBD

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
National Grid

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: Pursuant to Town Code
- Saturday: Pursuant to Town Code
- Sunday: Pursuant to Town Code
- Holidays: Pursuant to Town Code

ii. During Operations:

- Monday - Friday: 24 hours
- Saturday: 24 hours
- Sunday: 24 hours
- Holidays: 24 hours

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Noise levels typical of construction activity, which will occur only during construction times permitted by the Town Code

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

LED lighting in parking areas and on the building exterior at entry/exit points. Exact location & heights TBD. All lighting to conform with Town Code.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: TBD tons per month (unit of time)
- Operation : 48 tons per month (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: Recycle packaging and scrap metal
- Operation: Recycling bins for residents

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Typical dumpster for construction
- Operation: Typical solid waste pickup with enclosed dumpsters on site

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☑ Industrial ☑ Commercial ☑ Residential (suburban) ☑ Rural (non-farm)
☑ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

Office, Industrial & Retail development within CrossPoint Business Park. Residential & rural land to the west and south.

b. Land uses and covertypes on the project site. **NOTE: Areas below reflect the 7.51 acres at 50 CrossPoint only. 35 & 55 CrossPoint will remain as existing.**

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	5.25	+5.25
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	7.51	0	-7.51
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: Greenspace	0	2.26	+2.26

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☑ No
If Yes,
i. Identify Facilities:

_____
_____

e. Does the project site contain an existing dam? ☐ Yes ☑ No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:

_____
_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____
_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____
_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

_____
_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☑ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____
_____

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 43 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Cosad loamy fine sand	47 %
Getxville silt loam	40 %
Swormville clay loam	13 %

d. What is the average depth to the water table on the project site? Average: 16 feet

e. Drainage status of project site soils:
☐ Well Drained: ____ % of site
☐ Moderately Well Drained: ____ % of site
☑ Poorly Drained 100 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: ____ % of site
☐ 15% or greater: ____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters Approximate Size 7.0 acres +/-
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☑ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☑ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☑ No
If Yes:

i. Name of aquifer: _____

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No

If Yes:

i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Kevin B Kirk, RA - Uniland Development Date 05/13/22

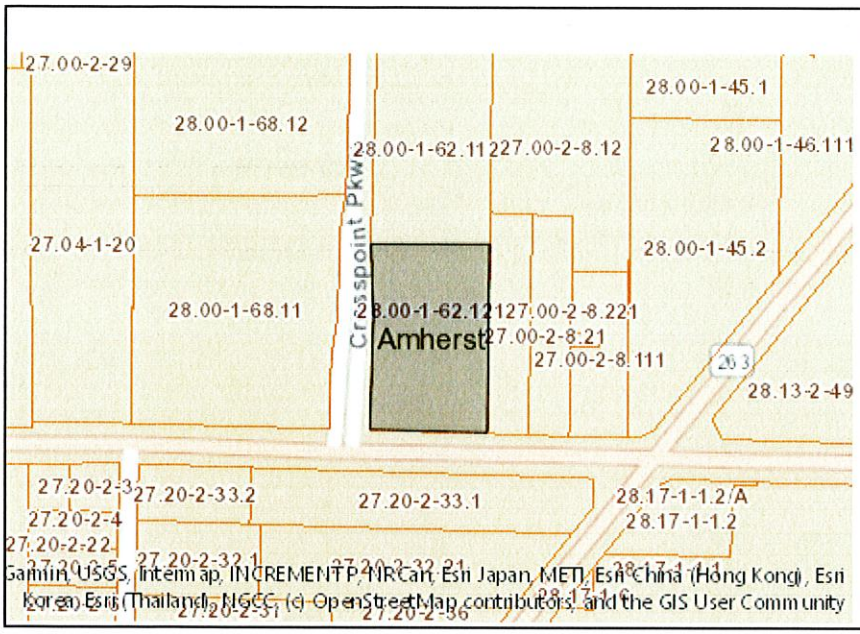
Signature K. B Kirk, RA - Uniland Development Title Director of Planning & Design

PRINT FORM

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

EAF Mapper Summary Report

Wednesday, May 11, 2022 10:30 AM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

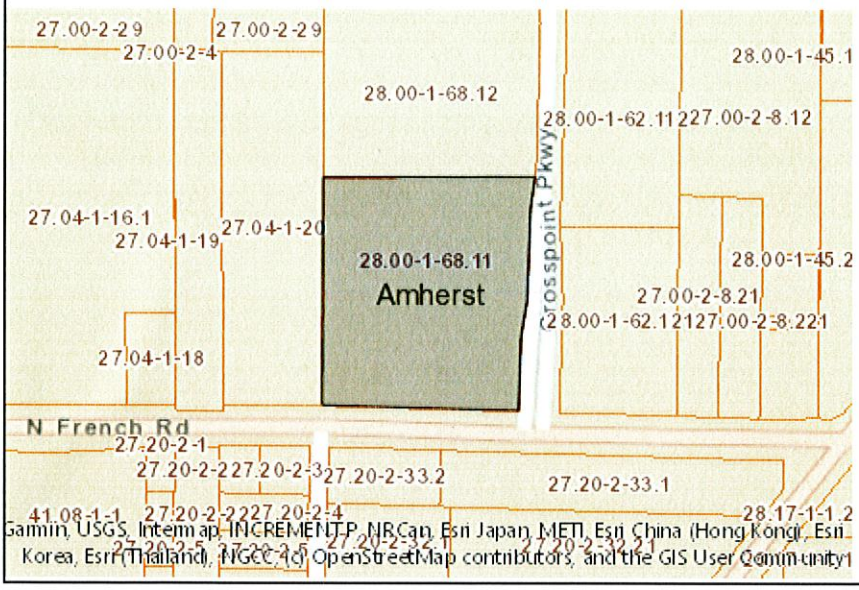
Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

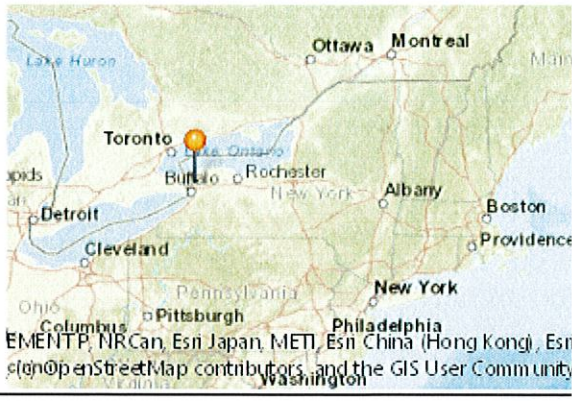
Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

EAF Mapper Summary Report

Wednesday, May 11, 2022 10:28 AM



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



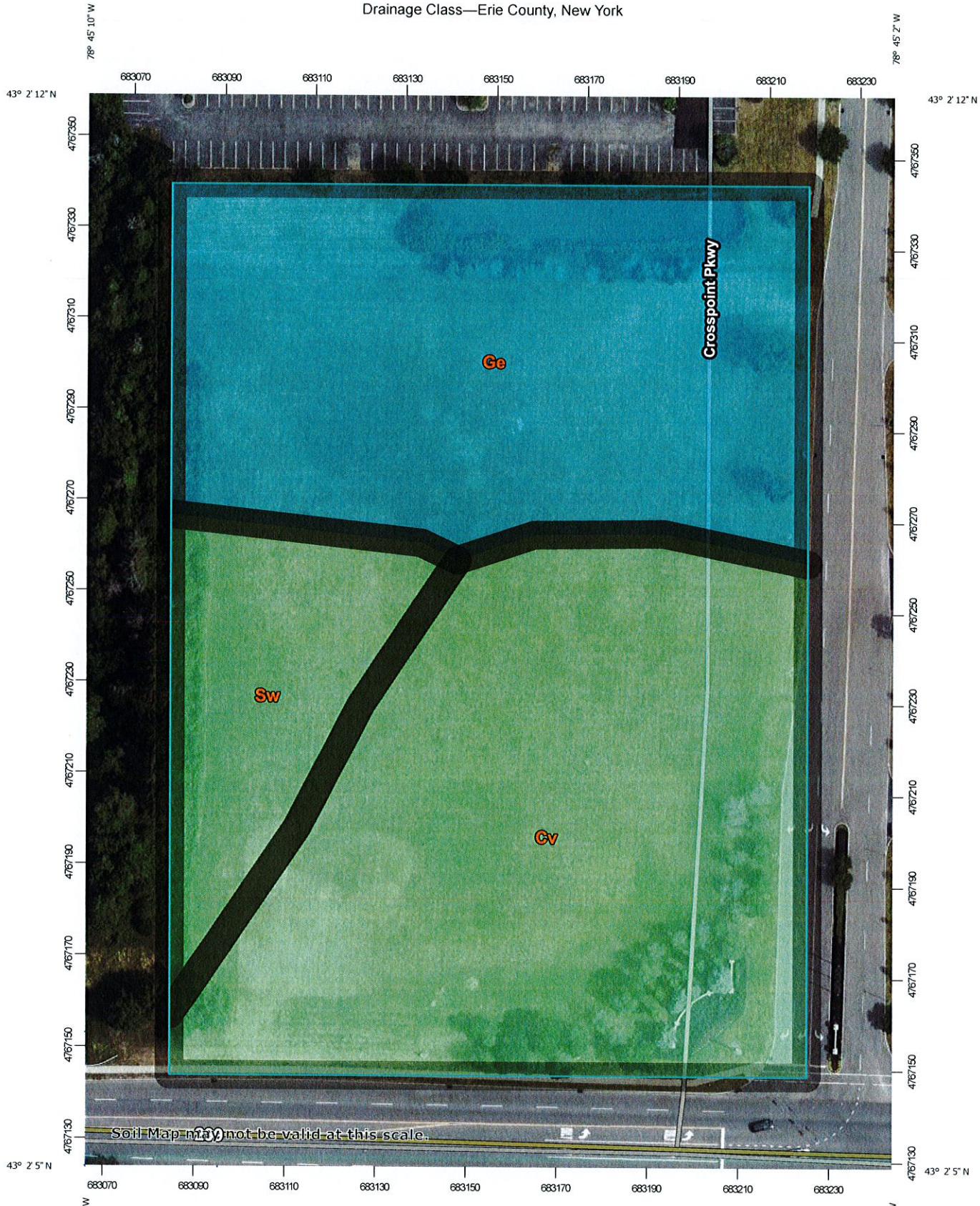
B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

E.2.o. [Endangered or Threatened Sp(s]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Drainage Class—Erie County, New York



Map Scale: 1:1,150 if printed on A portrait (8.5" x 11") sheet.

N

0 15 30 60 90 Meters

0 50 100 200 300 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

Soil Rating Polygons

- Excessively drained
- Somewhat excessively drained
- Well drained
- Moderately well drained
- Somewhat poorly drained
- Poorly drained
- Very poorly drained
- Subaqueous
- Not rated or not available

Soil Rating Lines

- Excessively drained
- Somewhat excessively drained
- Well drained
- Moderately well drained
- Somewhat poorly drained
- Poorly drained
- Very poorly drained
- Subaqueous
- Not rated or not available

Soil Rating Points

- Excessively drained
- Somewhat excessively drained
- Well drained
- Moderately well drained
- Somewhat poorly drained
- Poorly drained
- Very poorly drained
- Subaqueous
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Erie County, New York
Survey Area Data: Version 21, Aug 29, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 4, 2020—Jul 10, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Packet Pg. 80
7.1.a
Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Drainage Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Cv	Cosad loamy fine sand	Somewhat poorly drained	3.2	47.2%
Ge	Getzville silt loam	Poorly drained	2.7	39.7%
Sw	Swormville clay loam	Somewhat poorly drained	0.9	13.1%
Totals for Area of Interest			**6.8**	**100.0%**

Description

"Drainage class (natural)" refers to the frequency and duration of wet periods under conditions similar to those under which the soil formed. Alterations of the water regime by human activities, either through drainage or irrigation, are not a consideration unless they have significantly changed the morphology of the soil. Seven classes of natural soil drainage are recognized-excessively drained, somewhat excessively drained, well drained, moderately well drained, somewhat poorly drained, poorly drained, and very poorly drained. These classes are defined in the "Soil Survey Manual."

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

SRF ASSOCIATES
Transportation Planning / Engineering / Design

RECEIVED
MAY 13 2022
TOWN OF AMHERST
PLANNING DEPT.

3495 Winton Place
Building E, Suite 110
Rochester, NY 14623

(585) 272-4660
www.srfa.net

Mr. Kevin B. Kirk, R.A.
Director of Planning and Design
Uniland Planning and Design
University Corporate Centre
100 Corporate Pkwy | Suite 500
Amherst, NY 14226-1295

May 13, 2022

RE: Proposed 50 CrossPoint Parkway Multi-Family Development, Town of Amherst, NY
Trip Generation Assessment Letter

Dear Mr. Kirk:

This technical letter provides a trip generation assessment related to the proposed multi-family project located at 50 CrossPoint Parkway in Amherst, NY for informational purposes. All supporting materials are included in the Attachments.

PROJECT DESCRIPTION

The proposed project consists of constructing 208 units of multi-family housing in a mix of one-bedroom (84 units) and two-bedroom (124 units) layouts. Access is provided via two new access drives along CrossPoint Parkway. The concept site plan, as prepared by Uniland Development, is included in the Attachments.

TRIP GENERATION

Data contained in the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) was used to project the volume of the traffic generated by the proposed project. Data published by the ITE is the nationally accepted standard for generating trips for new uses. Given the functional characteristics of the surrounding corridors and the land use proposed for the site, the peak hours selected for analysis are the weekday commuter morning (AM) and afternoon (PM) peak periods. The combination of site traffic and adjacent street traffic produces the greatest demand during these peak periods.

Table 1 shows the total site generated trips during each peak hour. All trip generation information has been included in the Attachments.

TABLE 1: SITE GENERATED TRIPS

DESCRIPTION	ITE LUC	SIZE	AM PEAK HOUR		PM PEAK HOUR	
			ENTER	EXIT	ENTER	EXIT
Multi-Family Residential	220	208 units	21	66	69	41

Note:
1. ITE LUC = ITE Land Use Code.

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Re: *Proposed 50 CrossPoint Parkway Multi-Family Development*
Trip Generation Assessment

May 13, 2022
Town of Amherst, NY

The proposed residential subdivision is expected to generate 21 entering/66 exiting vehicle trips during the AM peak hour and 69 entering/41 exiting vehicle trips during the PM peak hour.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,
SRF Associates, D.P.C.

David Kruse, AICP, PTP
Senior Transportation Planner

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

ATTACHMENT

May 13, 2022

Letter to
Mr. Kevin B. Kirk, R.A.
Uniland Planning and Design

Proposed 50 CrossPoint Parkway Multi-Family Development

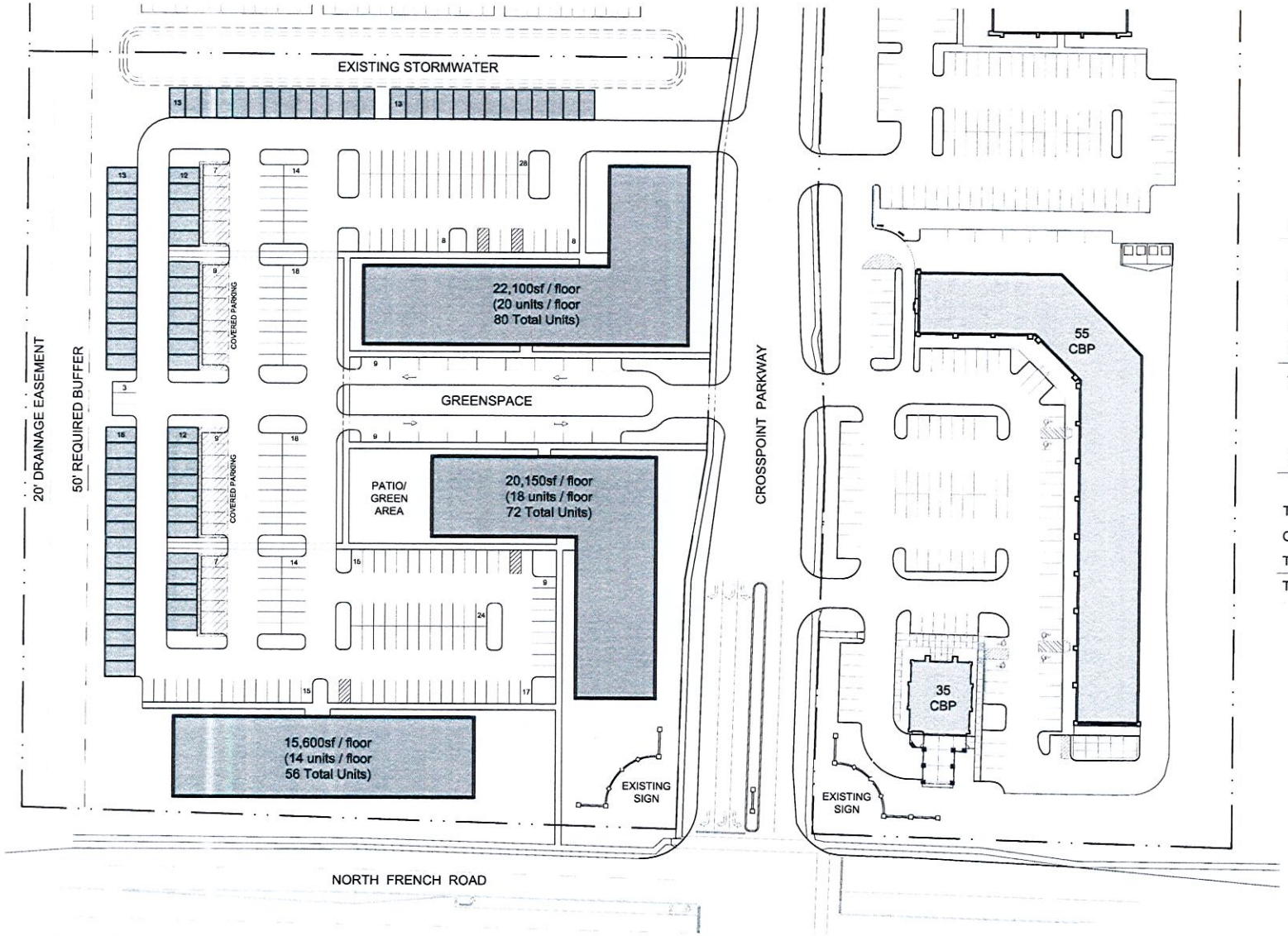
Trip Generation Assessment

Town of Amherst, NY
Erie County, New York

SRF ASSOCIATES

3495 Winton Place
Building E, Suite 110
Rochester, NY 14623

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)



SITE SUMMARY

	TOTAL
Site Area	7.51 Acres
Surface Carparks	209
Covered Carparks	32
Garage Units	79
Total # of Carparks Provided	320

UNIT BREAKDOWN

	TOTAL
Total Floor Area	231,400gsf
One-Bedroom Units	84
Two-Bedroom Units	124
Total # of Units	208

50 CrossPoint Parkway | **CrossPoint Business Park** | **Amherst, New York**

0 40' 20' 80'

Uniland DEVELOPMENT

Multi-Family Development

Proposed Site Plan | #6310.99 | 05.13.22

University Corporate Centre | 100 Corporate Parkway | Suite 500 | Amherst, NY 14226-1295 | 716.834.5000 | uniland.com

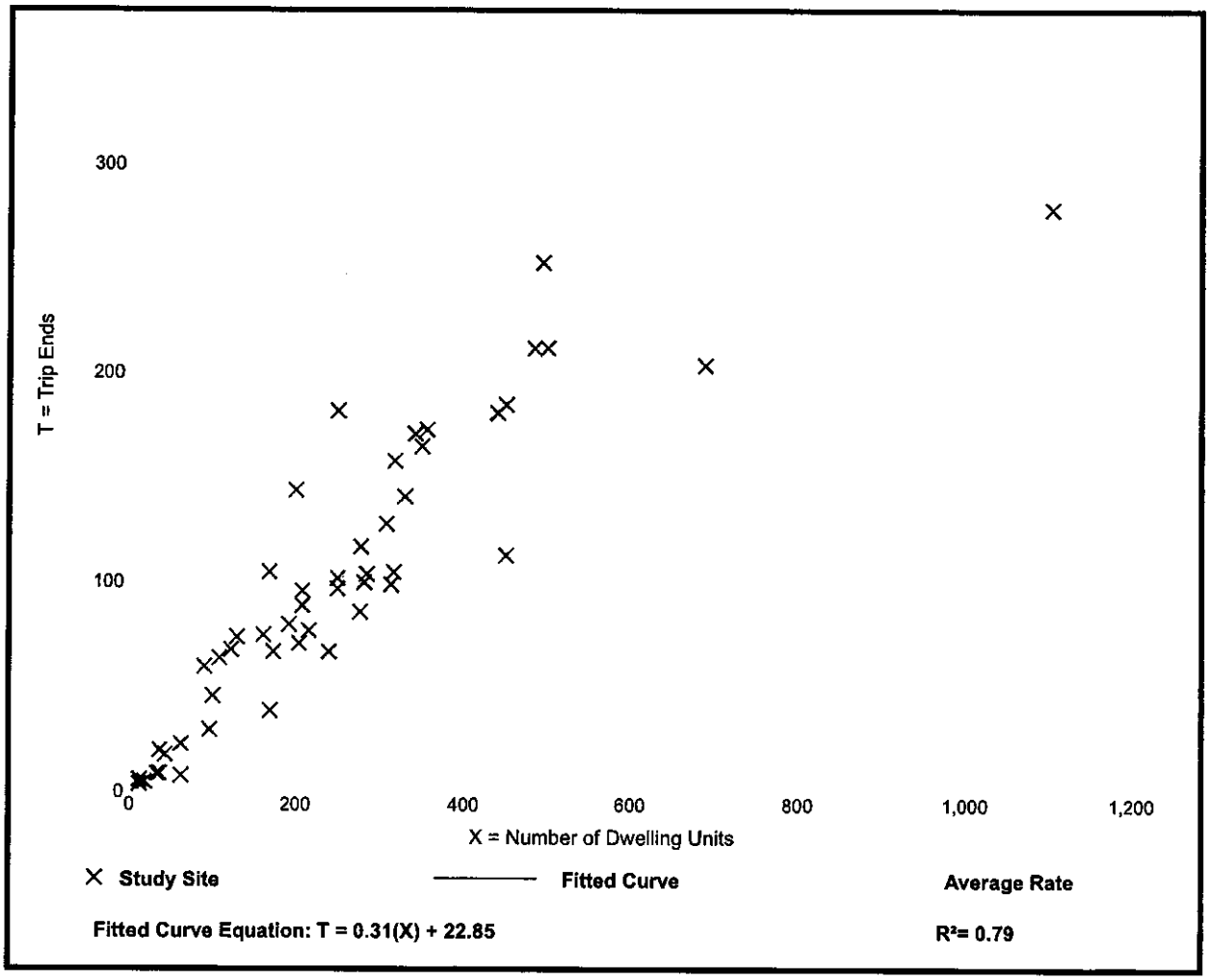
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

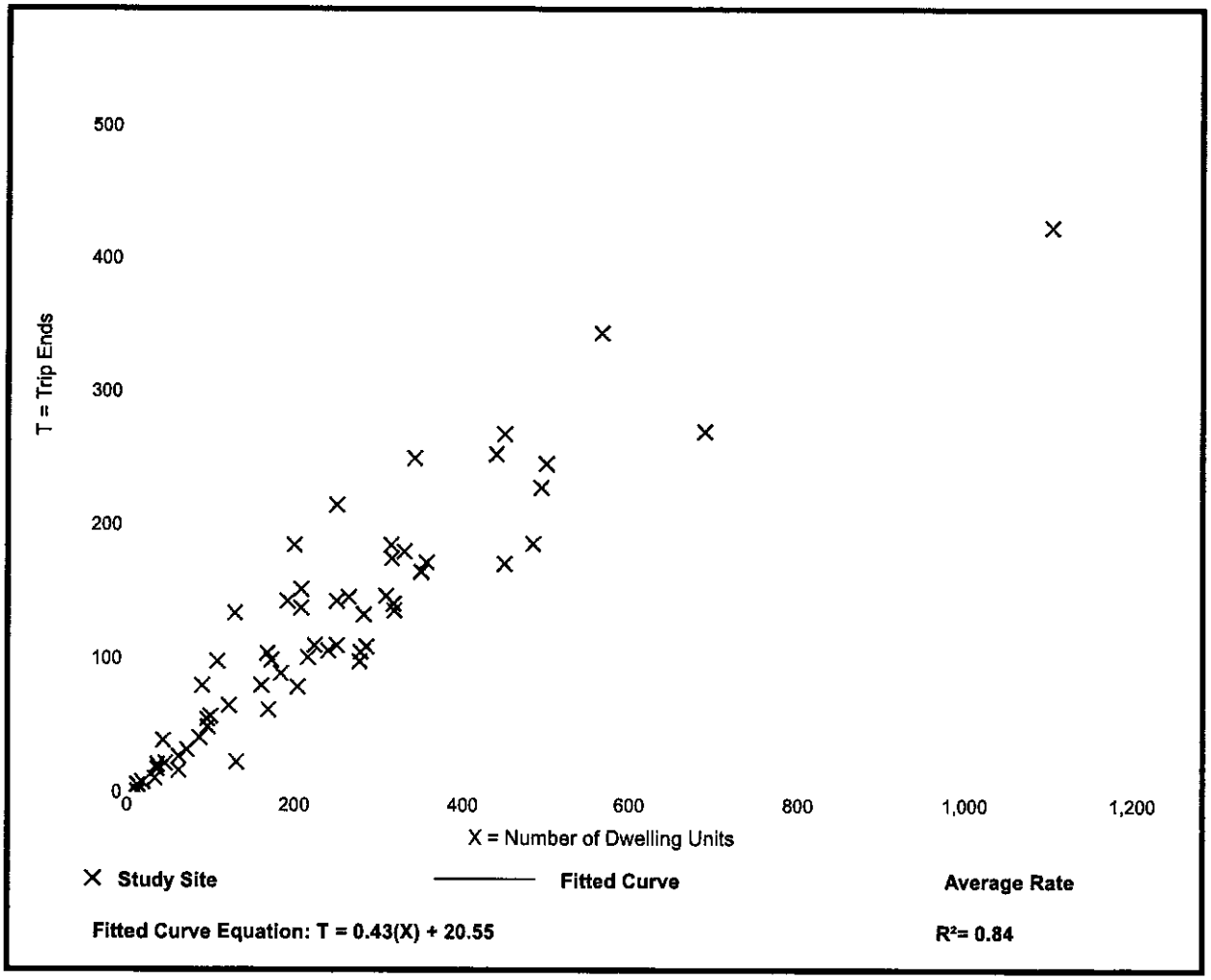
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

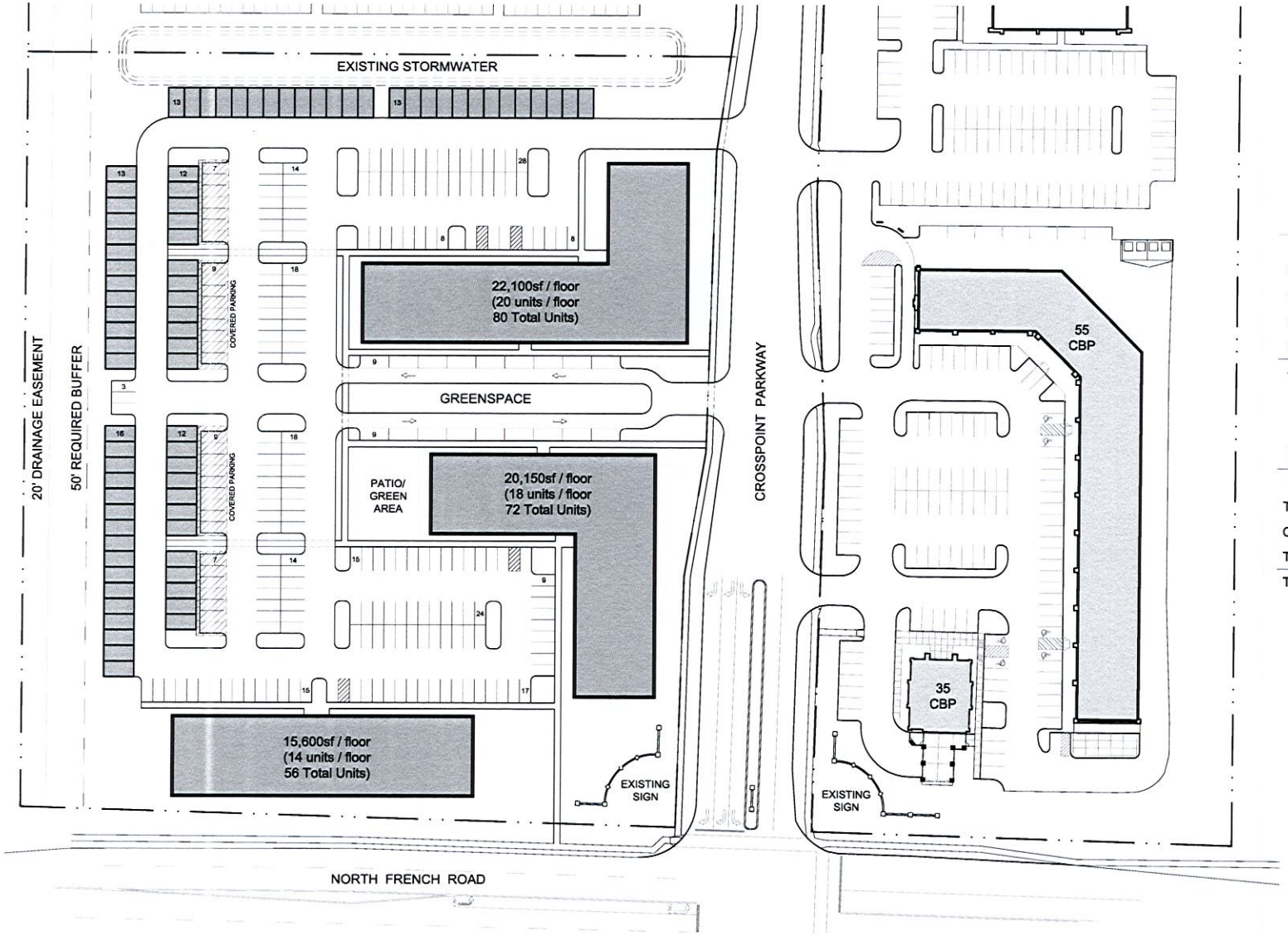
Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)



SITE SUMMARY

	TOTAL
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50 CrossPoint Parkway | **CrossPoint Business Park** | **Amherst, New York**

0 40' 20' 80'

Uniland DEVELOPMENT

Multi-Family Development

Proposed Site Plan | #6310.99 | 05.13.22

University Corporate Centre | 100 Corporate Parkway | Suite 500 | Amherst, NY 14226-1295 | 716.834.5000 | **uniland.com**

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)



Z-2022-06

Request to Rezone 11.29± Acres of Land from GB to DC-5
Property Located at 35, 50 & 55 Crosspoint Parkway

Uniland Development, Petitioner

June 16, 2022

35, 50 & 55 Crosspoint Parkway

Prepared by the Town of Amherst Planning Department

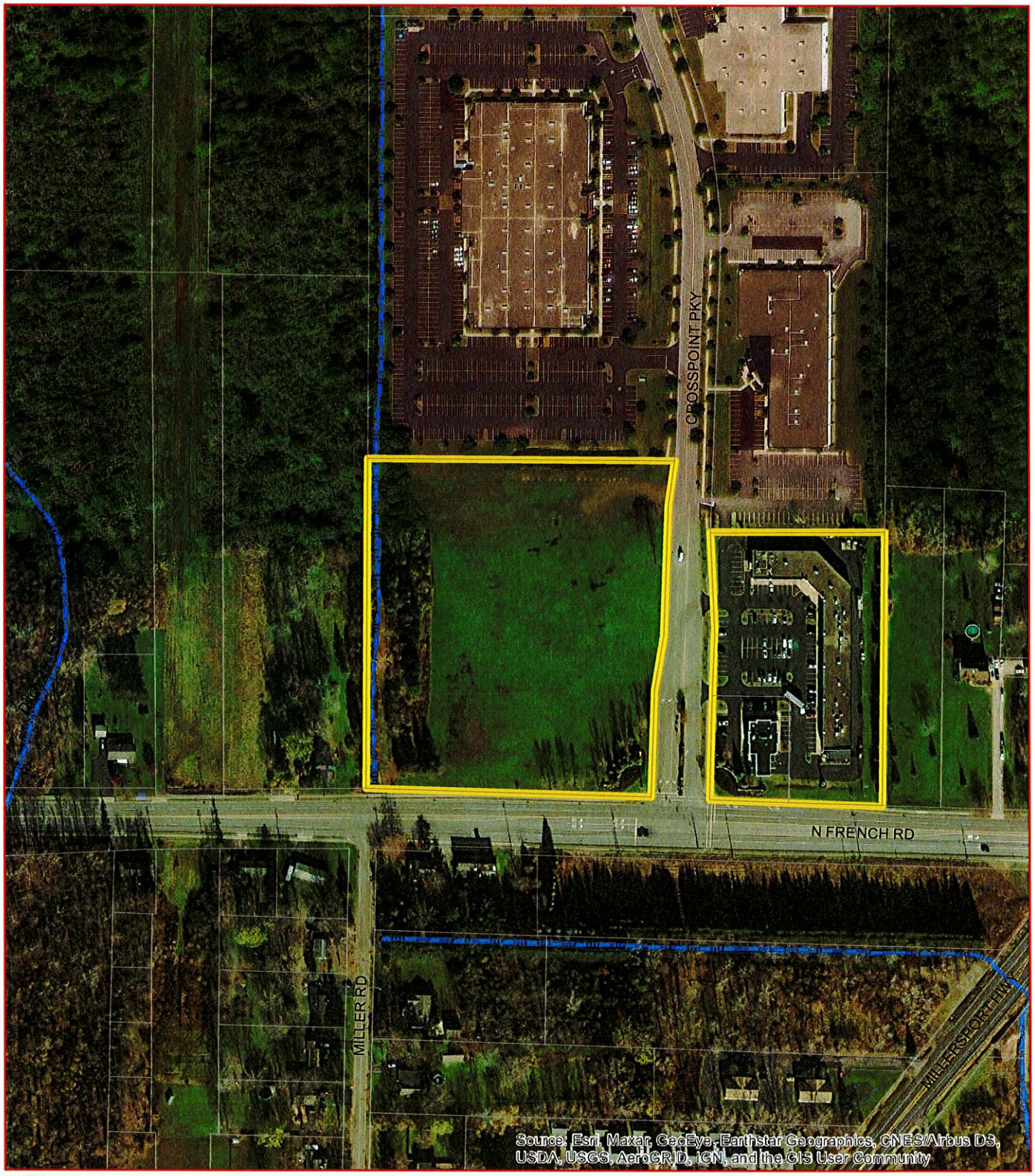
Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)



CONCEPT PLAN

Z-2022-06
35, 50 & 55 Crosspoint Parkway
Received: 5/17/22

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)



Z-2022-06

Request to Rezone 11.29± Acres of Land from GB to DC-5
Property Located at 35, 50 & 55 Crosspoint Parkway

Uniland Development, Petitioner

June 16, 2022

35, 50 & 55 Crosspoint Parkway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Amherst

Town of Amherst Planning Department — Erie County, New York

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

RECEIVED
JUN 06 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

May 17, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville Central School District

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

SUBJECT: REQUEST TO REZONE 11.29± ACRES OF LAND FROM **GB** TO **DC-5**, **Z-2022-06**; PROPERTY LOCATED AT **35, 50 & 55 CROSSPOINT PARKWAY**. UNILAND DEVELOPMENT, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE @ THIS TIME.

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

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

Signature: _____ **Date:** 6/3/22

Schregel

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_Transmittal_051722.doc
cc: Scott Marshall, Principal Planner
Uniland Development, Kevin Kirk, 100 Corporate Pkwy., Suite 500, Amherst, NY 14226

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Amherst

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

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

RECEIVED
MAY 25 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM May 17, 2022

RECEIVED
MAY 24 2022
TOWN ATTORNEY

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
FROM: Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville Central School District

RECEIVED
MAY 18 2022
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 11.29± ACRES OF LAND FROM **GB** TO **DC-5**, **Z-2022-06**; PROPERTY LOCATED AT **35, 50 & 55 CROSSPOINT PARKWAY**. UNILAND DEVELOPMENT, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: N/A

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

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

Signature: Stanley Sliwa **Date:** 5/24/22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_Transmittal_051722.doc
cc: Scott Marshall, Principal Planner
Uniland Development, Kevin Kirk, 100 Corporate Pkwy., Suite 500, Amherst, NY 14226

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Amherst

Town of Amherst Planning Department — Erie County, New York

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

RECEIVED
MAY 25 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

May 17, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
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Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville Central School District

RECEIVED
Williamsville Central School District
MAY 19 2022
Asst Superintendent for
Finance & Management Services

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

SUBJECT: REQUEST TO REZONE 11.29± ACRES OF LAND FROM **GB** TO **DC-5**, **Z-2022-06**; PROPERTY LOCATED AT **35, 50 & 55 CROSSPOINT PARKWAY**. UNILAND DEVELOPMENT, PETITIONER.

REVIEW:

Do you agree with all statements made? Not necessarily.

If you do not, briefly state why: Q4 - States added ed services for WCSD which could negatively impact school capacity. Added revenues will be minimal due to the likely possibility of tax incentives given on assessments. The cost of ed services could far outweigh any tax revenue.

General comments relative to your agency interests:

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

If this is developed, there would be no school bus service into the development due to board policy.

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

Signature: Thomas Metzinka **Date:** 5/20/22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_Transmittal_051722.doc
cc: Scott Marshall, Principal Planner
Uniland Development, Kevin Kirk, 100 Corporate Pkwy., Suite 500, Amherst, NY 14226

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Daniel J. Ulatowski, AI(
Assistant Planning Direc

MEMORANDUM May 17, 2022

RECEIVED
MAY 24 2022
TOWN OF AMHERST
PLANNING DEPT.

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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Williamsville Central School District

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

SUBJECT: REQUEST TO REZONE 11.29± ACRES OF LAND FROM **GB** TO **DC-5**, **Z-2022-06**; PROPERTY LOCATED AT **35, 50 & 55 CROSSPOINT PARKWAY**. UNILAND DEVELOPMENT, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: Floodplain Development Permit Required.

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

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

Signature: Doug Gesel **Date:** 5-24-22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_Transmittal_051722.doc
cc: Scott Marshall, Principal Planner
Uniland Development, Kevin Kirk, 100 Corporate Pkwy., Suite 500, Amherst, NY 14226

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

RECEIVED
MAY 23 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

TO: Daniel Ulatowski, AICP, Associate Planning Director
Douglas Gesel, Supervising Code Enforcement Officer
Jeff Burroughs, Town Engineer
Scott Marshall, Principle Planner

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: May 23, 2022

SUBJECT: Request to Rezone 11.29±Acres of Land from GB to DC-5,Z-2022-06
Property Location: **35,50 & 55 Crosspoint Pkwy**
Petitioner: **Uniland Development**

Site plan Conditionally Approved as submitted.
If rezone is being done for construction of single family homes w/condo status then Assessors office does not agree

cc: Scott Marshall, Principal Planner
Uniland Development, Kevin Kirk, 100 Corporate Pkwy., Suite 500, Amherst, NY 14226

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Amherst

Town of Amherst Planning Department

960018 NEW FILE

Erie County, New York

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

MEMORANDUM

May 17, 2022

RECEIVED
MAY 20 2022
TOWN OF AMHERST
PLANNING DEPT.

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville Central School District

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

SUBJECT: REQUEST TO REZONE 11.29± ACRES OF LAND FROM **GB** TO **DC-5**, **Z-2022-06**; PROPERTY LOCATED AT **35, 50 & 55 CROSSPOINT PARKWAY**. UNILAND DEVELOPMENT, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 5/19/22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_Transmittal_051722.doc
cc: Scott Marshall, Principal Planner
Uniland Development, Kevin Kirk, 100 Corporate Pkwy., Suite 500, Amherst, NY 14226

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Amherst

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

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

MEMORANDUM May 17, 2022

TOWN OF AMHERST PLANNING DEPT.
RECEIVED
MAY 18 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Williamsville Central School District

RECEIVED
MAY 18 2022
TOWN ATTORNEY

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SUBJECT: REQUEST TO REZONE 11.29± ACRES OF LAND FROM **GB** TO **DC-5**, **Z-2022-06**; PROPERTY LOCATED AT **35, 50 & 55 CROSSPOINT PARKWAY**. UNILAND DEVELOPMENT, PETITIONER.

REVIEW:

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

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

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 5/18/22

DU/TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_Transmittal_051722.doc
cc: Scott Marshall, Principal Planner
Uniland Development, Kevin Kirk, 100 Corporate Pkwy., Suite 500, Amherst, NY 14226

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

Carrato, Amy

From: Michele Ratzel <mratzel@daemen.edu>
Sent: Wednesday, June 8, 2022 2:39 PM
To: Carrato, Amy
Subject: Rezoning Property at 35, 50, 55 Crosspoint Parkway

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Amherst Planning Department

I have lived at 1921 N French Rd since October 1988. I have watched a small country road turn into a very busy and a raceway type road. I attended board meetings 20 years ago when they were building Crosspoint near Millersport Hwy. Our voices and comments were not heard or considered when changes were made back then. I sure hope the Planning Board will listen and consider what is best for Amherst!!

North French Rd/Robinson needs to be a four lane highway with a middle lane for turning from Transit to Niagara Falls Blvd. The area has grown excessively and only certain parts of N. French Rd have been changed to 4 lanes. This causes bottlenecking, especially during rush hour traffic. It is almost impossible for me to get in or out of my driveway between 7am-9am or 4pm-6pm. A turning lane would make a safer way to be entering or exiting N. French.

I hope all traffic for the new rezone for Property located at 35. 50, and 55 Crosspoint Parkway will NOT be expected to be exiting onto N. French Rd at Crosspoint Parkway. I know there is a Millersport exit from Crosspoint, but it is not used by most drivers. My suggestion is that an exit is made down by the 990 entrance, where most of the drivers are heading when leave Crosspoint area anyway.

Please consider the neighbors of Crosspoint when you are determining what plan is decided on.

Thank you,
Michele Ratzel
1921 N French Rd
Getzville, NY 14068

--
Michele Ratzel
Administrative Coordinator to the Dean
Division of Health & Human Services
716-839-8554

Attachment: Z-2022-06 TB letter 082222 (RES-2022-806 : 35, 50 & 55 Crosspoint Parkway Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26381 A **RESOLUTION 2022-842** **ROLL CALL VOTE (ADOPTED)**

SEQR Review for Adoption of Local Law to Amend the Zoning Map (35, 50 & 55 Crosspoint Parkway, Z-2022-06)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, that Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning, decisions, and adoptions of local laws, and

WHEREAS, on May 13, 2022, an application was filed by Uniland Development seeking the rezoning of 11.29± acres of land from General Business (GB) to the Deep Corridor-5 Zoning District (DC-5). The purpose of the rezoning request is to allow for the development of 208 residential dwelling units at 35, 50 & 55 Crosspoint Parkway requiring an amendment to the allowed uses outlined in the Certification of Findings, and be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed the Full Environmental Assessment Form, and draft Amended Certification of Findings for CrossPoint Business Park and concurs with the amendments proposed, including the addition of up to 210 residential units, and any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that this Town Board issues the attached Amended Certification of Findings, for the subject action.

9/6/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Town Board Agenda of September 6, 2022

August 31, 2022

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

Subject: Amendment to the SEQR Certification of Findings for CrossPoint Business Park for the request to rezone 11.29 ± acres of land from General Business (GB) to Deep Corridor District 5 (DC-5); property located at 35, 50 & 55 Crosspoint Parkway, Uniland Development Petitioner. (Z-2022-06).

Honorable Town Board Members:

At the August 22, 2022 meeting of the Town Board a public hearing was held for the request to rezone 11.29 ± acres of land from General Business (GB) to Deep Corridor District 5 (DC-5) at the property located at 35, 50 & 55 Crosspoint Parkway. The purpose of this rezoning request is to allow for the subsequent development of a residential project that will consist of three, 4-story buildings that will contain a total of 208 residential units. The concept plan also illustrates 8 garage buildings, a parking field and associated landscaping.

The Town Board and Planning Board have previously adopted Certification of Findings for the CrossPoint Business Park which includes the subject parcels. The existing Certification outlines the known adverse environmental impacts based on a Final Environmental Impact Statement prepared by the Town of Amherst and filed on July 17, 1996. As a result of the subject rezoning request, an amendment to the SEQR Certification of Findings is required to allow for residential land use within CrossPoint Business Park.

Further, since the adoption of the original Certification of Findings on September 3, 1996, Uniland Development has acquired an additional 195.31± acres of land as part of the CrossPoint Business Park. This additional land has yielded an additional 375,000 gross square feet of mixed-use, industrial, research & development, warehouse buildings and office uses bringing the maximum development of non-residential uses to 1,965,000 GSF.

A review of the application materials and full EAF indicates possible changes in potential traffic impacts. To identify possible mitigation measures from the proposed residential land use, a traffic study was performed by SRF Associates and submitted to the Planning Department on July 8, 2022. The traffic study was sent out for review to the Erie County Department of Environment and Planning, Erie County Department of Public Works Highways Division, New

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

Honorable Town Board

Amendment to the SEQR Certification of Findings for CrossPoint Business Park for the request to rezone 11.29 ± acres of land from GB to DC-5; property located at 35, 50 & 55 Crosspoint Parkway. Agenda of September 6, 2022

York State Department of Transportation, and the Town of Amherst Traffic Safety Board to identify further mitigation measures that were not outlined in the original Certification of Findings.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings relative to SEQR and accept the Amended Certification of Findings, by adopting the draft SEQR resolution.

A resolution of approval is also prepared if the Town Board desires to act on the subject rezoning request.

Very truly yours,

for Daniel C. Howard, AICP
Planning Director

DH/TV /ac
Att.
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Z-2022-06_Amend_Findings_TB_letter_090622.docx
cc: Stanley Sliwa, Town Attorney

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

TOWN OF AMHERST
ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
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

Amendments are underlined
Omissions are noted by a ~~strikethrough~~

REZONING for CROSSPOINT BUSINESS PARK
3660 MILLERSPORT HIGHWAY & 1970 & 1990 NORTH FRENCH ROAD
Z-2022-06

AMENDED CERTIFICATION OF FINDINGS

Having considered the Draft and Final EIS, and having considered the preceding written facts and conclusions relied upon to meet the requirements of 6 NYCRR 617, this Statement of Findings certifies that:

1. The requirements of 6 NYCRR Part 617 have been met;

2. Consistent with the social, economic and other essential considerations from among the reasonable alternatives thereto, the action **approved** is one which minimizes or avoids adverse environmental effects to the maximum extent practicable; including the effects disclosed in the Environmental Impact Statement, and

3. Consistent with social, economic and other essential considerations, to the maximum extent practicable, adverse environmental effects revealed in the Environmental Impact Statement process will be minimized or avoided by incorporating as conditions to the decision those mitigative measures which were identified as practicable.

TOWN OF AMHERST TOWN BOARD
Name of Agency

_____
Signature of Responsible Officer

BRIAN KULPA
Name of Responsible Officer

TOWN SUPERVISOR
Title of Responsible Officer

_____
Date

5583 MAIN STREET, WILLIAMSVILLE, NY 14221
Address of Agency

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

FINDINGS TO APPROVE CROSSPOINT REZONING

WHEREAS, upon the January 19, 1996, submittal of a Draft Environmental Impact Statement (DEIS) as prepared by The Saratoga Associates on behalf of Uniland Development Corporation, the DEIS was accepted by the Town Board on January 22, 1996. The DEIS was submitted for the proposed rezoning and development of 178.08 acres of land located north of North French Road, west of Millersport Highway and south of the I-990. On February 15, 1996, the Planning Board held a public hearing on the DEIS; the Board recommended approval of the request on that date. Subsequently, public hearings on the DEIS and rezoning request were held by the Town Board on April 29, 1996 and May 20, 1996. A Final Environmental Impact Statement was prepared by the Town of Amherst. The FEIS was accepted by the Town Board on July 15, 1996, and a Notice of Completion of the FEIS was filed on July 17, 1996. The Town Board approved the Certification of Findings on the rezoning on September 3, 1996. The Planning Board then held a public hearing on the proposed site plan on March 20, 1997 and approved the site plan and adopted the Town Board Certification of Findings as amended herein. Since the adoption of the Town Board Certification of Findings, an additional 195.31± acres of land were acquired in 2003. These parcels were included as part of the development at 300 and 500 Crosspoint Parkway to accommodate the building and parking layouts.

WHEREAS, on May 13, 2022, an application was filed by Uniland Development seeking the rezoning of 11.29± acres of land from General Business (GB) to the Deep Corridor-5 Zoning District (DC-5). The purpose of the rezoning request is to allow for the development of 210 residential dwelling units at 35, 50 & 55 Crosspoint Parkway.

WHEREAS, the Planning and Town Boards have considered the content of the DEIS, the FEIS, and other documents and comments and submissions made during and after the hearings.

NOW THEREFORE THE TOWN BOARD FINDS AND DETERMINES THAT:

1. These Findings set forth specific conditions when available and criteria consistent with 6 NYCRR Sections 617.9, 617.11, and 617.15 under which the rezoning process can proceed. This process provides procedures to supplement the EIS if necessary and for public notice and opportunity to participate in hearings before the Town Planning Board before it makes a recommendation on a rezoning or approves a site plan. A Full Environmental Assessment Form and an Erosion & Sedimentation Control Plan will be required with any subsequent site plan application for environmental review. If the proposed development does not conform with these Findings, the original Findings Statement, a supplement to the FEIS, or a Negative Declaration shall be prepared to comply with 6 NYCRR Section 617.15.

2. The proposed commercial development as presented in the EIS adopted on January 22, 1996 and as modified by the proposed project changes is consistent with the intent, objectives and specific requirements of the Zoning Ordinance.

3. Adequate services and utilities must be available prior to occupancy. Review and approval of services and utilities by the Town agencies will be required for subsequent site plan approval.

4. Development will be consistent with all other applicable laws, rules and regulations.

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

The following mitigation measures were adopted as part of the original EIS by the Town Board on January 22, 1996. Additional specific mitigation measures made in accordance with the proposed rezoning request for land located at 35, 50 & 55 Crosspoint Parkway, are illustrated in *italics.*

m - designates specific mitigation

5. GEOLOGY (Sec. 3.1 DEIS)

m - Soil erosion will be minimized during the construction period by adherence to the Urban Soil Erosion and Sediment Control Committee's NYS Guidelines for Urban Erosion and Sediment Control. Measures to be taken include the following:

m - During construction, as building and road subgrade are formed by fill, work will proceed as quickly as possible and any slopes seeded with quick-germinating rye (10-15 lbs. per 1,000 square feet). During this time, any gullies or washes that should develop are to be filled and the surface regraded to prevent washes in the same location.

m - Temporary drainage swales will be provided with a minimum grade of 1 percent to direct run-off away from the construction site. Swales will be provided with staked and secured hay bale berms combined with a silt fence to prevent downstream siltation. Location of hay bales and discharge areas will be approved by the Town Engineer.

m - Subsurface drainage will be provided when deemed necessary by the project engineer to intercept seepage that would otherwise adversely affect slope stability or create excessively wet site conditions.

m - All erosion control measures as deemed necessary by the Town Engineer will be implemented.

m - All regrading will include the measures above, where applicable.

m - Mitigation for floor wetness and frost action shall be completed as discussed in the DEIS, Sec. 3.1.3 (p. 3-7).

6. WATER RESOURCES (Sec. 3.2 DEIS)

m - All conditions and special conditions for drainage outfalls, as directed by the United States Army Corps of Engineers, shall be applied to their installation.

m - Implementation of New York State Soil Erosion & Sediment Control measures shall insure that water quality in Gott and Ransom Creeks will not be negatively impacted. The Engineering Department shall require submittal of a 'typical lot' erosion control plan with the road site plan application and a specific erosion control plan with each subsequent site plan request.

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

m - During construction, all construction equipment should be properly maintained to prevent contamination due to spills. During operation, the perched water table will be controlled by drainage. Road salting should be used only as necessary and pesticide applications, if required, applied professionally.

m - Mitigation for potential pollutants and sediments shall include a properly designed, constructed and maintained storm water system. Catch basins and other storm structures will provide areas for trapping and removal of sediments and pollutants, especially grease and oils. Swales and detention basins will also allow sediments and pollutants to settle out of surface water. Plant materials shall be used in these areas to further act as a water emission cleanser.

m - Town policy requires that all developments provide facilities adequate to assure disposition of surface water without adverse effect on other property. The Town of Amherst Engineering and Building Departments shall review, approve and monitor proposed drainage plans and the impacts of proposed developments on the entire watershed. The developer will retain a professional engineer to calculate the size locations of all storm water detention areas. All designs and engineering calculations must then be approved by the appropriate town, state or federal agencies having jurisdiction over this project. A series of detention ponds will be used to control the rate of storm water runoff. The developer should strive to design a retention/detention system using fewer but larger ponds that serve as aesthetic features as well. Consideration should be given to incorporating fountains to keep water aerated to provide continuous movement of water. A specific system will be designed during the site plan review process. The Town's storm water detention policy shall apply to development proposals for this site.

m - The Engineering Department and the Fire Chiefs' Council shall review site specific development plans to determine the adequacy of the water supply and the location of fire hydrants for fire protection purposes. A plan for ownership and maintenance of all drainage facilities will be required for site plan review. Any discharge of storm water into Ransom or Gott Creeks shall require a permit from the NYSDEC.

m - The petitioner shall design, construct and maintain ponded areas in a manner that discourages or eliminates mosquito propagation. The Highway Department's mosquito control operation (DEIS has been approved by the NYSDEC) shall have permission to monitor for mosquito larvae and shall treat the water with larvicide if the situation warrants it.

m - The petitioner must provide all information to and receive approval from the NYSDEC in relation to wetland permits and drainage issues prior to submittal of any site plan application.

m - The Highway Department requires that proper pond maintenance, such as mowing and eliminating standing water, be performed. Pond maintenance shall be the sole responsibility of the property owner.

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

7. AIR RESOURCES (Sec. 3.3 DEIS)

The following measures shall be taken to prevent any significant amount of dust from being blown off the site during construction:

m - Restrict industrial uses to those that do not emit smoke and toxic fumes.

m - Maintenance of the forest and brush cover as a screen to trap fugitive dust emissions and prevent off-site release.

m - Minimization of the area exposed at one time by replanting or covering disturbed areas with mulch as soon as possible.

m - Placement of all removed topsoil into a topsoil storage area which will be seeded with quick cover vegetation to prevent erosion.

m - Grading and graveling of all roadways along with periodic regrading, compacting and replacement of gravel as needed.

m - Wetting of the unpaved roadway with water as needed.

m - Upgrading roads with pavement when building is completed.

8. TERRESTRIAL & AQUATIC ECOLOGY (Sec. 3.4 DEIS)

The US Army Corps of Engineers has determined that a Nationwide Permit #26 can be issued for this project.

m - The petitioner shall abide by all NYSDEC permitting requirements in regard to any impacts to Town ditches or NYS Freshwater Wetlands.

m - The petitioner shall identify trees four inches or greater in caliper and make every effort to preserve them; this tree survey shall be required as part of any site plan application for the parcels. Landscaping requirements in the Zoning Ordinance must be adhered to. No tree clearing shall be allowed for more than what is needed over the short term (2 yrs.).

9. TRANSPORTATION (Sec. 3.5 DEIS)

Since this document's original adoption, the transportation mitigation measures identified in the following section have been physically implemented in order to facilitate the originally approved buildout of the Crosspoint Business Park. A Traffic Impact Study (TIS) prepared by SRF Associates, was submitted to the Town of Amherst Planning Department on July 8, 2022 in accordance with the proposed rezoning request for land located at 35, 50 & 55 Crosspoint Parkway. The TIS was distributed to and reviewed by the Town of Amherst Traffic/Safety Board, Erie County Department of Environment and Planning (ECDEP), Erie County Department of Public Works Highways Division (ECDPW), and the New York State Department of Transportation (NYSDOT). Their

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

cumulative review has concluded that no additional traffic mitigation measures are necessary as part of this rezoning request. These previously identified agencies will conduct a technical review of any proposed development during the site plan review process.

The Town Board, as Lead Agency, required that the roadway from North French Road to Millersport Highway will be constructed in one phase and as a public road, subject to site plan review, and that no parcel shall be landlocked. The
Town Board also required that the petitioner provide the following roadway and intersection improvements in accordance with the NYS Department of Transportation and Erie County Department of Public Works Division of Highways' requirements to mitigate the anticipated impacts to the area traffic patterns by the proposed development. The improvements listed below, if required by the NYSDOT or Erie County, will provide sufficient capacity for all anticipated traffic volumes.

NYSDOT

Improvements required to mitigate the impact of Phase I traffic are as follows or as otherwise required by NYSDOT:

m - Intersection of Route 270, Campbell Blvd., & North French Road:

- Construct a westbound North French Road right turn lane.

m - Intersection of Route 263, Millersport Highway, and North French Road:

- Install a Route 263 northbound exclusive left turn advance signal phase. (TOA Traffic Safety rec. also)

- Convert the existing eastbound North French Road exclusive right turn lane to a through/right turn lane. (TOA Traffic Safety rec. also)

m - Intersection of I-990 northbound ramps at North French Road:

- Construct a second lane on the I-990 northbound off ramp. Pavement markings should indicate one lane for left turns and one lane for right turns.

m - Intersection of proposed access road and Route 263 (Millersport Highway):

- Separate right and left turn lanes to Route 263

Improvements required to mitigate the impact of Phase II traffic are as follows or as otherwise required by NYSDOT: Only after completion of Phase I of the CrossPoint project consisting of completion and occupancy of 900,000 gross square feet of buildable area and as determined from increased traffic counts generated solely from CrossPoint as required by the Town of Amherst Traffic-Safety Committee, New York State DOT and Erie County Highway Department.

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m - Construct a third lane on the northbound I-990 off ramp at North French Road. Pavement striping will include two right turn lanes and a left turn lane.

m - Construct a westbound North French left turn lane and an eastbound North French right turn lane at the intersection of I-990 southbound ramps and North French Road.

m - Construct a northbound Route 263 left turn lane at the intersection of Route 263 and the proposed access road.

m - Construct northbound and southbound Hopkins Road left turn lanes at the intersection Route 263 and Hopkins Road.

m - Agreement to mitigation for both Phase I and Phase II (Full Build Out) will be required before the Department will issue a Highway work permit for access to Millersport Highway.

m - The developer will be responsible for all mitigation for Phase I and II including pavement construction, pavement striping, signal heads, signal timing coordination, vehicle detectors, and any other necessary work if right-of way is available from Erie County Highway Department.

m - A NYSDOT Highway work permit will be required for any work within the State Highway right-of-way. Phase II will commence after construction of 900,000 square feet of buildable area within the CrossPoint development.

ECDPW

After review of the Traffic Impact Study prepared by SRF Associates dated July 2022, there are no traffic related mitigation measures that were identified. A technical review of any proposed development will take place during the site plan review process.

ECDEP

Improvements required to mitigate the impacts of this project are as follows or as otherwise required by ECDEP:

m - Install right and left turn lanes at access drives on North French Road (TOA Traffic Safety rec. also).

TOWN OF AMHERST TRAFFIC SAFETY COMMITTEE

m - An update to the Traffic Impact Study by the developer (Uniland) will be required prior to any site plan submittal for Phase II.

m - The access road shall be positioned as far away from Miller Road as possible; Miller Road is a small residential street and is not equipped to carry the increased volume of traffic that would occur if the access road was aligned.

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m - The access road shall be a minimum of two lanes with one exclusive left turn lane and one exclusive right turn lane.

10. LAND USE AND ZONING (Sec. 3.6 DEIS)

The purpose of the original rezoning request was to allow construction of an industrial/business park "CrossPoint" as defined by N.E.S.W. Land Surveying Company survey dated October 10, 1996. The maximum development proposed as part of the original rezoning request included 1,425,000 gross square feet (GSF) of mixed use or industrial, research & development, and warehouse buildings; 202,500 GSF office uses; and 165,000 GSF of retail and related commercial development. ~~Actual square footage allowed must ultimately meet all requirements of the Town Zoning Ordinance.~~

The acquisition of 195.31± acres of land after the original adoption of this Certification of Findings has yielded an additional 375,000 gross square feet of mixed-use, industrial, research & development, warehouse buildings and office uses bringing the maximum development of non-residential uses to 1,965,000 GSF. The proposed rezoning will add a maximum of 210 residential units to the list of originally approved land uses at CrossPoint Business Park as described above.

The maximum development proposed as part of these amended Certification of Findings now includes; 1,800,000 GSF of mixed use or industrial, research & development, warehouse buildings, and office uses, 165,000 GSF or retail and related commercial development, and 210 residential units with accessory uses.

The Northeast Amherst Land Use Plan Update (June 1993) projects industrial use for the entire subject parcel. A full discussion of the criteria supporting this land use for the subject parcel can be found on pp. 38-41 of the Northeast plan.

1) Buffered and separated from surrounding uses, particularly residential properties.

2) Near highways, with arterial and regional expressway road access.

3) Minimized impacts on the local transportation system.

4) Available infrastructure, including sewer, water, natural gas, and electricity.

5) Access to hotels, conference centers, and the University.

6) Sufficient size expected to accommodate industrial demand for the long-term future.

7) Access to public transportation.

In addition, the text of the Northeast Plan promotes incorporating a mix of uses on development sites for the following reasons:

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

1) To reduce the need for employees of the park to drive off-site for services and encourage pedestrian circulation.

2) To discourage requests for commercial zonings near the park.

The proposed rezoning is consistent with Figure 6 and 6A of the Town of Amherst's Bicentennial Comprehensive Plan as amended in September 2019. The location of the subject rezoning is designated as appropriate for mixed-use development in which residential units are a key component.

The proposal is consistent with ~~Part I, Section 2-1.11~~ Section 1-2-1K. of the Zoning Ordinance which seeks to guide the future development of the Town so as to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan.

DEVELOPMENT GUIDELINES, AS WRITTEN BELOW, SHALL ENSURE THAT DEVELOPMENT OCCURS IN A MANNER CONSISTENT WITH THE RESULTS OF THE SEQR PROCESS AND SITE PLAN REVIEW.

Development Density & Type

m - Development not to exceed ~~1,800,000~~ 1,965,000 GSF of industrial, research & development, office, retail & related development, and a maximum of 210 residential units. Of this total, commercial non-office development will be limited to 165,000 GSF.

m - Industrial development limited to light assembly and manufacturing which does not result in the emission of toxic or non-toxic smoke or particulate materials to the air or water, or excessive noise.

m - Commercial development limited to small retail and commercial service uses that will support the business park and surrounding area. Such uses could include a copy store, drug store, stationery store, health spa, dry-cleaning services, beauty salon, restaurant, and others as allowed by zoning. Access to the General Business zoned property shall be limited to the spine road only.

Structures

m - Size:

Variable but limited to setback and parking restrictions dictated by the Town Zoning Ordinance, other environmental constraints identified in these guidelines, and the general site road alignment.

m - Architecture:

A common theme will be incorporated into the development that will dictate form and facade treatments. Facade treatments will be very important along frontage on public roads.

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m - Height:

Buildings shall meet the requirements of the Town of Amherst Zoning Ordinance.

m - Set Backs:

Office - As dictated by Town Zoning regulations (Town of Amherst 1993, § 203-6-1). A minimum of 50 feet for all yard setbacks from residential properties.

m- *Design Advisory Board Review:*

Site plan applications located within a mixed-use zoning districts are subject to review by the Town of Amherst Design Advisory Board (DAB) as applicable. Adopted design guidelines are intended to promote a higher standard of development by setting criteria for building materials, site features, public amenities, pedestrian access and architectural design.

Minimum Open Space

m - As stated in the Town of Amherst Zoning Ordinance.

Drainage & Erosion Control

m - Require compliance with Town drainage regulations.

m - Utilize NYSDEC standards and guidelines for compliance with the General Construction Permit.

m - Require that existing vegetation will be preserved wherever possible. The purpose of this is to reduce erosion potential. The limits of clearing and grubbing operations should be clearly marked in the field.

m - Require construction to be sequenced, where appropriate, so that all exposed areas shall be graded, topsoiled and seeded as soon as construction operations permit. This includes areas that are to be re-graded and will not be subjected to construction traffic. The purpose is to establish new lawn areas as quickly as possible to reduce the amount of time disturbed soils are exposed to erosive forces.

m - Require that staked hay bales and siltation fence be used at the base of slopes as necessary. Hay bale check dams should be installed in grass swales as appropriate, prior to grass establishment, to collect sediment.

m - Require filter inlets where appropriate. These consist of hay bales located around functioning drainage structures before the installation of the asphalt pavement and lawn establishment. The purpose is to filter sediments prior to runoff entering the drainage system.

m - Require that topsoil stockpiles be stabilized by installing sediment control fence around the perimeter of each topsoil stockpile.

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m - Require that all erosion control measures, as deemed necessary by the Town, be implemented.

m - Where a high water table is encountered (seasonal or permanent), require that appropriate construction/engineering techniques be utilized to mitigate the impact. Such techniques may include proper grading, foundation drains and other foundation "waterproofing" techniques.

- combine ponds - use fewer large ponds rather than many small ponds.
- fountains for aeration shall be incorporated into ponds.
- use springs/ground water to supplement water supply in ponds.

Landscaping

m - Require plantings wherever natural vegetation in buffers is not sufficient to screen the development. A planted berm may also be appropriate. Density and species of plantings and berm use should be evaluated on a case-by-case basis.

m - Require plantings of trees, shrubs and ground cover on portions of the development parcel that will not be built upon but must be cleared for other reasons.

m - Prohibit mass clearing of development parcels - only clearing for short term (2 yr.) projects will be permitted.

m - Require preservation of trees four inches or greater in diameter at breast height (dbh), wherever possible on the site. This can be accomplished by requiring a tree survey.

m - Require planted parking islands in parking lots in accordance with the Town of Amherst Zoning Ordinance.

m - Non-wetland wooded areas (approximately five acres of mature woodlands at the south end of the parcel, identified in DEIS on Figure 3.4 as mixed deciduous/Pine woods, coniferous woods and grass/Spruce Community) should be preserved and integrated into the design of the concept plan. These wooded areas provide environmental and aesthetic benefits for the community and every effort should be made to preserve them.

m - The storm water detention pond proposed at the west side of the site adjacent to wetland TE-18 should be located in such a way that the elimination of mature trees is minimized.

Circulation & Parking

m - Require new development to conform to the spine roadway alignment.

m - Require shared access and parking where appropriate.

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m - Site design should place the majority of parking spaces behind buildings.

m - Loading areas shall not face public roads.

m - A parking lot shall conform to the required design standards in the current adopted Zoning Ordinance at the time development is proposed. ~~may not serve more than 150 cars without a division by a landscaped lawn strip.~~

Foundation

m - Require soil borings to determine bearing loads and appropriate footings.

m - Several techniques can be used in combination to mitigate floor wetness:

- Foremost is proper grading. Grades should slope away from each building.
- Subsurface water moving laterally between soil layers can be captured with foundation drains. Devices of various expense and complexity are employed to guide water away from foundation footings and into foundation drains.
- The bottom of the foundation, or slab, needs protection from upward movement of water from beneath. A layer of heavy grade gravel in combination with rubber membrane placed beneath the slab will mitigate upward water encroachment. To alleviate water pressure buildup and consequent heaving of slabs, perforated PVC pipe placed six to eight feet apart will act as underfoot drains.

Air Quality

m - Limit industrial uses to those that do not emit smoke and toxic fumes other than that associated with building heating systems.

m - Require maintenance of project boundary forest and brush cover as a screen to trap fugitive dust.

Habitat Preservation

m - Require a tree survey.

m - Require that healthy trees be preserved wherever possible.

m - Require that wetland areas be protected by the appropriate legal mechanism as open space in perpetuity. This will assure future open space preservation regardless of changes in state and federal wetland regulations. Encourage the inclusion of non-wetland areas surrounding/adjacent to wetland as part of the preserved lands to recognize the wildlife species that use wetlands but require upland areas for breeding.

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m - Opportunities for deer movement will be maintained between wetlands CC-13 and TE-19 to help integrate wildlife migration into the development.

Traffic Improvements

m - As required by New York State Department of Transportation, Erie County Department of Public Works, Division of Highways and Town of Amherst Traffic Safety Committee (see Transportation section, page 6).

Land Use

m - At least a 50 foot buffer should be required between site development and adjacent residential uses. This buffer should remain in its natural state if currently forested or planted with trees and shrubs to provide an adequate visual buffer.

m - Where appropriate, erect a fence to prohibit unauthorized entry to hazardous areas (e.g., storage yards, loading docks, etc.). A fence and/or vegetative screening should be placed between the development along North French Road and the adjacent residential property to the east.

m - Prohibit any type of land use that emits noxious or toxic fumes, smoke or dust, radiation, gas, noise, vibration or excessive light, or any combination of these or other elements that may impact the health, safety and welfare of the community.

Community Services

Water Supply

m - Design water systems in accordance with Town and Erie County Water Authority regulations, specifications and fire suppression requirements to ensure adequate water supply.

Waste Water Disposal

m - Design sewer systems in accordance with State and other appropriate regulations and specifications.

m - Adequate capacity is available for Phase I but peak flows in Phase II may deplete or overrun current available capacity. Reevaluate sewer requirements and current conditions as part of site plan review for Phase II.

Aesthetics

m - At least a 50 foot buffer should be required between light industrial, R&D, warehousing, or office uses and residential uses. This buffer should remain in its natural state if currently forested to provide an adequate visual buffer. If buffer area does not have vegetative screening, tree and shrub planting should be done immediately.

m - Preserve existing wetland areas as natural buffers where feasible.

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

m - Require a landscaping and tree planting plan to beautify the project.

m - Incorporate storm drainage design into landscaping plans to create visual assets for the site.

m - Building height shall be regulated by Town of Amherst Zoning Ordinance. Buildings will be designed and maintained to project a professional image which will prevent a negative visual impact from the I-990.

m - Where "windows" to I-990 occur, utilize architectural features to enhance the view of the park and buildings.

m - Lighting in new development should not impact adjacent uses. Projects should adhere to current Town lighting regulations.

m - Use parapet construction to reduce visibility of roof-top equipment from within park and from I-990.

m - Outdoor storage will be allowed as per the zoning ordinance as long as all outdoor storage is properly screened with appropriate fencing and landscaping.

Noise

m - Require construction equipment to be properly equipped with mufflers and restrict outdoor construction activity to normal working hours (7 a.m. to 7 p.m.) where development occurs adjacent to existing residential development and their buffer zones. Outdoor construction on weekends should be restricted to the hours of 8 a.m. to 7 p.m.

m - Provide adequate noise buffers (distance, vegetation) between facilities that will generate significant truck traffic, particularly at night, and residences on Hopkins Road and North French Road.

m - Temporary mitigation for the conversion of agricultural land is continued farming on the project site until construction begins in that area. The area of Phase II of the project could be farmed until construction of that phase was to begin. The project sponsor has agreed to lease land to area farms for temporary use in farming. There is no permanent mitigation required for the conversion of the agricultural land to non-agricultural land to the north by the expressway. The petitioner will be required to pay a penalty to Erie County for changing the use of the land from agricultural to commercial.

On 2/5/96 the Town Board adopted a resolution supporting mitigation for the loss of agricultural land that would occur as a result of this rezoning. That resolution is attached as part of this Finding Statement (following page).

In their resolution of approval for the rezoning request, the Planning Board supported the Town Board resolution of 2/5/96 by including the following as a recommended

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

condition: "That the recommendations of the Town Board regarding preservation of agricultural land be given serious consideration. "

Uniland Development Company stated in their letter of 2/14/96 to the Town Board that "Management...agrees that the idea of preserving lands for agricultural purposes north of Schoelles Road in the Town of Amherst is desirable and Uniland would lend its support to the concept."

11. COMMUNITY SERVICES (Sec. 3.7 DEIS)

The existing community services required for this development presently appear to be adequate.

m - An alarm system will be installed in each building, as applicable, to aid police in normal police protection. Sufficient lighting will be installed on and around the buildings and in the parking lots and where required by appropriate code, a fire alarm will be installed.

m - Fire alarms and associated fire suppression systems will be installed within the buildings, as applicable or as required by the NYS Building Code. These systems will be checked regularly to insure the safety of patrons and employees.

m - The Town of Amherst is currently designing the proposed Youngs Road Lift Station to divert 1.2 MGD of sewage from the N. French Road interceptor to the Peanut Line interceptor. The 1.2 MGD capacity created in the N. French Road interceptor will be reserved for the Town of Amherst, only. When the existing capacity of the N. French Interceptor is exhausted, about 0.5 MGD, the sewer's capacity will have to be increased. The Engineering Department will require a sanitary monitoring manhole to be installed with the infra-structure (single phase) so flow amounts can be determined.

Any sewer upgrade financing will be shared by all tributary users. The monitoring manhole will serve to determine Uniland's share of the financing.

12. FISCAL & ECONOMIC CONSIDERATIONS (Sec. 3.8 DEIS)

Economic impact is the short-term and long-term effect of the project on employment and income in the community.

The proposed project will have a beneficial economic impact on the community as discussed in Section 3.8.2 of the DEIS (pp. 3-39 - 3-41).

TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-06_(35_50_&_55_Crosspoint_Pkwy)_2022\Findings Statement Files\Amendment_Final_082622.docx

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

Attachment: Amend FindingsTB letter 090622 (RES-2022-842 : SEQR Review for Adoption of Local Law to Amend the Zoning Map)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26383 **RESOLUTION 2022-843** **ROLL CALL VOTE (ADOPTED)**

Adoption of Local Law to Amend the Zoning Map (35, 50 & 55 Crosspoint Parkway, Z-2022-06)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Chapter 104, as amended, that the requirements of SEQR have been completed, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of June 21, 2022, that the proposed rezoning request of 11.29± acres of land from General Business (GB) to Deep Corridor 5 District (DC-5) zoning at 35, 50 & 55 Crosspoint Parkway is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

9/6/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 26354 **RESOLUTION 2022-844** **ADOPTED**

Fire Safety Division Supplies and Equipment

WHEREAS, a four (4) gas multi meter is used to detect hazardous gases, and

WHEREAS, the Amherst Fire Safety Division responds to emergency situations that at times requiring air monitoring within a fire scene, and

WHEREAS, this meter, currently malfunctioning, is the standard meter used by many town departments thus allowing for ease of use and calibration; and

WHEREAS, having had several incidents recently the Fire Inspectors of the Fire Safety division of the Building Department is in need of replacing fire investigation supplies.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the repair of a GMI Multi Gas Meter and the replacement supplies from Avoidable Alarm Fund T-2999.4002, not to exceed $7700.00, for the health and safety of the Amherst Fire Safety Division.

9/6/2022
Consent

FINANCIAL IMPACT:

A cost not to exceed $7700.00 on State and/or Federal bid from various approved vendors.

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

Fire Investigation Supplies (Evidence Box)						
Model/Item	Vendor	Item #	Cost/ea	Qty	Total	
Pointer Telescoping Chrome	Fire Investigator Supply	Pointer-Chrome	$ 10.49	2	$	20.
Evidence Tents with Metric Scale (1-50)	Fire Investigator Supply	SKU-0A7BA350	$ 105.00	2	$	210.
Rake Plastic Disposable - Small	Fire Investigator Supply	SKU-34KL12SE	$ 3.38	1	$	3.
Trowel Plastic (shovel) Disposable - Small	Fire Investigator Supply	SKU-34KL12SD	$ 3.38	2	$	6.76
16 oz Claw Hammer	Home Depot	SKU# 1004655426 // Model# N-A16SHK	$ 17.97	3	$	53.91
Stanley Instant Change Knife	Home Depot	SKU# 1000048558 / Model #STHT10274	$ 10.97	2	$	21.94
Stanley General Purpose Heavy-Duty Utility Blades (100-Pack)	Home Depot	SKU# 686743 / Model# 11-921K	$ 10.97	2	$	21.94
Char Depth Gauge	Sirchie	CG1000	$ 23.11	2	$	46.22
The SEARCH Rod 6 1/2 ft English Graduations	Sirchie	PR100	$ 25.44	2	$	50.88
Tri-Fold Scale 36 inch Straight	Sirchie	EFR200	$ 15.26	4	$	61.04
1 Pint Arson Evidence & Solid Material Evidence Collection Container with Polymer Lining	Sirchie	AECPTL	$ 83.93	2	$	167.86
1 Quart Arson Evidence & Solid Material Evidence Collection Container with Polymer Lining	Sirchie	AECQTL	$ 90.51	2	$	181.02
1 Gallon Arson Evidence & Solid Material Evidence Collection Container with Polymer Lining	Sirchie	AECGALL	$ 133.80	2	$	267.60
Reference Standard Pads	Sirchie	CGDREF	$ 5.37	4	$	21.48
Orange SIRCHMARK Evidence Marking Pointers	Sirchie	SEM20N	$ 17.33	3	$	51.99
StikkiDOTS	Sirchie	SKD50	$ 11.24	3	$	33.72
Black on White English Forensic Scale	Sirchie	PPS801	$ 5.72	2	$	11.44
					$	1,232.16
				+10%	$	123.22
				TOTAL REQUESTED	$	1,355.38

Fire Investigation Supplies						
Model/Item	Vendor	Item #	Cost/ea	Qty	Total	
Streamlight PORTABLE SCENE LIGHT EXT	TheFireStore	UPC# 080926-45680-8 / Part# 45680	$ 750.00	4	$	3,000.00
BLAZE 165 ft. Laser Distance Measurer	Home Depot	SKU# 1005988865 // Model# GLM165-22	$ 99.97	4	$	399.88
3/8" Drive Pass-Thru Ratchet Socket Set	Home Depot	SKU# 626253 // Model# H6PTTHRU28PC	$ 38.97	4	$	155.88
Electrical Test Kit	Home Depot	SKU# 1006323280 / Model# MM320KIT	$ 53.99	4	$	215.96
Reciprocating Saw Blades	Home Depot	SKU# 1004619455 // Model# DS0020SPC2	$ 39.97	4	$	159.88
12" Pry Bar	Home Depot	SKU# 233944 // Model# 55-515K	$ 9.97	4	$	39.88
3-piece Plier and Wrench Set	Home Depot	SKU# 860702 // Model# 99370	$ 21.47	4	$	85.88
16 oz Claw Hammer	Home Depot	SKU# 1004655426 // Model# N-A16SHK	$ 17.97	4	$	71.88
2-Piece Demo Screwdriver Set	Home Depot	SKU# 1006878837 // Model# DWHT65100	$ 13.97	4	$	55.88
Stanley Instant Change Knife	Home Depot	SKU# 1000048558 / Model #STHT10274	$ 11.97	2	$	23.94
Stanley General Purpose Heavy-Duty Utility Blades (100-Pack)	Home Depot	SKU# 686743 / Model# 11-921K	$ 10.97	2	$	21.94
Stanley 22 in. 4-in-1 Cantilever Mobile Tool Box	Home Depot	SKU# 1000650397 / Model# 020800R	$ 99.97	1	$	99.97
Ridgid / 22 in. Pro Tool Box, Black	Home Depot	SKU# 1000543428 / Model# 222570	$ 39.97	4	$	159.88
11-in-1 Magnetic Multi-Bit Driver/Nut Driver	Home Depot	SKU# 1005350292 / Model# 32500MAG	$ 23.96	4	$	95.84
Stanley FATMAX 30 ft. x 1-1/4 in. Tape Measure (4-Pack)	Home Depot	SKU# 3023578B2 / Model#33-730CP	$ 96.00	1	$	96.00
DEWALT 300 ft. Measuring Tape	Home Depot	SKU# 1000024405 / Model#DWHT34049	$ 32.97	4	$	131.88
Lufkin 12-1/2 in. Contractors Measuring Wheel	Home Depot	SKU# 1002243480 / Model# PSMW48CL	$ 64.97	4	$	259.88
					$	5,074.45
				+5%	$	253.72

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 26353 **RESOLUTION 2022-845** **ADOPTED**

Increase Amherst Government Financial Advisory Board Roster

WHEREAS, the Town of Amherst has over 30 Boards and Committees; and

WHEREAS, the purpose and mission of the Amherst Government Financial Advisory Board would be to review management letters from the Town auditors and to continue with each of the future management letter responses; and

WHEREAS, the Amherst Government Financial Advisory Board, also known as AGFAB, currently consists of five (5) members appointed by the Amherst Town Board majority to serve a two year term; and

WHEREAS, the Amherst Government Financial Advisory Board will continue to meet once a quarter, or more, as needed; and

WHEREAS, to investigate where the Comptroller's Department is not in compliance with the management letter and make recommendations to help ensure the compliance process; and

WHEREAS, to suggest improvements of the effectiveness or modification of the Town of Amherst government activities; and

WHEREAS, the Amherst Government Financial Advisory Board is requesting to increase to seven (7); and

WHEREAS, the Amherst Government Financial Advisory Board's current roster of five (5) members, who shall continue to serve until their term of appointment expires, as follows:

Gregory M. Dionne, Member, term concludes 12-31-2023
John DiPasquale, Member, term concludes 12-31-2023
Kenneth Smith, Member, term concludes 12-31-2023
Alexander Wyse, Member, term concludes 12-31-2023
Jason Zaklikowski, Member, term concludes 12-31-2023; and

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

WHEREAS, Helaine Sanders has expressed interest in serving on the AGFAB.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Amherst Town Board increases the Amherst Government Financial Advisory Board to seven (7) members; and

BE IT FURTHER RESOLVED that the Amherst Town Board appoints Helaine Sanders to the Amherst Government Financial Advisory Board, for her first term to conclude on December 31, 2024.

9/6/2022
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 26384 **RESOLUTION 2022-846** **ADOPTED**

Correction to LOSAP Service Award Credits

TO: Town Board

FROM: Michael Szukala
Council Member

DATE: August 31, 2022

RE: Correction to LOSAP Service Award Credits
For members of Main-Transit Volunteer Fire Company

WHEREAS, the Town of Amherst is the sponsor of the Main-Transit Volunteer Fire Company, and

WHEREAS, the Main-Transit Fire Company has submitted the following corrections:

David Chmielewski earned 87 points in 2007 entitling him to credit for that year which was not reported. Mr. Chmielewski became entitled to his benefits on January 1, 2015. A correction of the points through September 1, 2022 will entitle to him an additional $1,860 (93 months of $20 payments) His current monthly benefit will be increased by $20 per month beginning October 1, 2022.

Marc Gravelle Jr. earned 92 points in 2002 entitling him to credit for that year which was not reported. The additional $20 benefit will added to his years of service when he is entitled to the benefits.

WHEREAS, Penflex, the town actuary responsible for administering the LOSAP programs, requires that the Town Board approve the change;

NOW, THEREFORE, BE IT RESOLVED that the Town of Amherst Town Board hereby approves and adopts the corrections to the Main-Transit Volunteer Fire Co. service award credits.

9/6/2022
Consent

FINANCIAL IMPACT:

LOSAP Fund

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26358 **RESOLUTION 2022-847** **ROLL CALL VOTE (ADOPTED)**

Traffic Calming Installations - Bond Resolution ($250,000)

AGENDA ITEM : SEPTEMBER 6TH, 2022

TO: **Town Board**

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

DATE: **August 31, 2022**

RE: **Traffic Calming Installations**
2022-2027 C.I.P. - Project No. E-40
Bond Resolution - $250,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $250,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - September 6, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Christopher P. Schregel, Project Manager *(w/attachment)*

9/6/2022
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 Resolutions - $250,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM August 29, 2022

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Classification
Traffic Calming Installations *(various locations, including but not limited to: Park Club Lane, Brompton Road, Westfield Road, Shoreline Parkway, Oakwood Drive, Augusta Avenue, and Burroughs Drive.)*
2022-2027 C.I.P. Project E-40

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(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA Type_II_Actions_(PJ-2015-001)\08-26-2022_Traffic_Calming_Installations_E-40.docx

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

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

Attachment: SEQR.TrafficCalmingInstallations-08312022102658 (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

September 6, 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 September 6, 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-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK (THE "TOWN"), ADOPTED SEPTEMBER 6, 2022, AUTHORIZING TRAFFIC CALMING INSTALLATIONS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $250,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $250,000 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 traffic calming installations, as described in the map, plan and report dated September 2022, prepared by the Town Engineering Department (2022-2027 Capital Improvement Program Project E-42). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $250,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $250,000 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 $250,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $250,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

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

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on September 6, 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 SEPTEMBER 6, 2022, AUTHORIZING TRAFFIC CALMING INSTALLATIONS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $250,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $250,000 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 traffic calming installations, as described in the map, plan and report dated September 2022, prepared by the Town Engineering Department (2022-2027 Capital Improvement Program Project E-42); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $250,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $250,000 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 $250,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

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

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

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

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

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

DATED: September 6, 2022

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on September 6, 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 September, 2022.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

AFFIDAVIT OF POSTING

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

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

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

That on _____, 2022, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on September 6, 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 September, 2022.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

Attachment: MPR E-40 Traffic Calming Installations (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

Town of Amherst
Engineering Department
Traffic Calming Installations

2022 – 2027 Capital Improvement Program E-40

Map, Plan & Report
September 2022

Contents:

- Description
- Background
- Importance of Traffic Calming
- Traffic Calming Measures
- Scope of Improvements
- Project Schedule
- Financial Summary
- Project Cost Estimate
- Tax Impacts
- Town of Amherst Planning Department SEQR Determination – Type II Action

Town of Amherst Engineering Department
Engineering Support Division
1100 North Forest Road
Williamsville, NY 14221
(716) 631 - 7154 / Fax: (716) 631 - 7222

Town of Amherst Engineering Department

Traffic Calming Installations; E-40

DESCRIPTION

The Town of Amherst is often requested by its drivers to slow speeds within residential neighborhoods. Many agencies have begun deploying traffic calming to influence motorist behavior and prevent undesirable driving practices. The Institute of Transportation Engineers (ITE) and the Federal Highway Administration (FHWA) provide the following definition of Traffic Calming:

> *"The primary purpose of traffic calming is to support the livability and vitality of residential and commercial areas through improvements in non-motorist safety, mobility, and comfort. These objectives are typically achieved by reducing vehicle speeds or volumes on a single street or street network. Traffic calming measures consist of horizontal, vertical, lane narrowing, roadside, and other features that use self-enforcing physical or psycho-perception means to produce a desired effects."*

In other words, implementation of traffic calming measures will help improve the quality of life in urban, suburban, and rural areas by reducing automobile speeds and traffic volumes on neighborhood streets. Traffic calming measures also help transform streets and aid in creating a sense of place for communities.

BACKGROUND

In 2020, the Town of Amherst hired the consulting firm of DiDonato Associates to provide a traffic study report which evaluated the potential traffic calming measures that could be implemented along the following residential streets:

a. Park Club Lane corridor between Main Street and North Forest Road

b. Brompton Road corridor between Main Street in Sheridan Drive

These above locations were studied at the request of the Town of Amherst after receiving complaints from residents related to high vehicular speeds and pedestrian safety concerns within the corridor. The result of the traffic study indicated that Traffic Calming, along with other "complete street" improvements, is a viable way to reduce vehicle speeds, reduce traffic volumes, discourage cuts or traffic on local streets, minimize conflicts between street users, and enhance a neighborhood environment to adequately accommodate all modes of transportation.

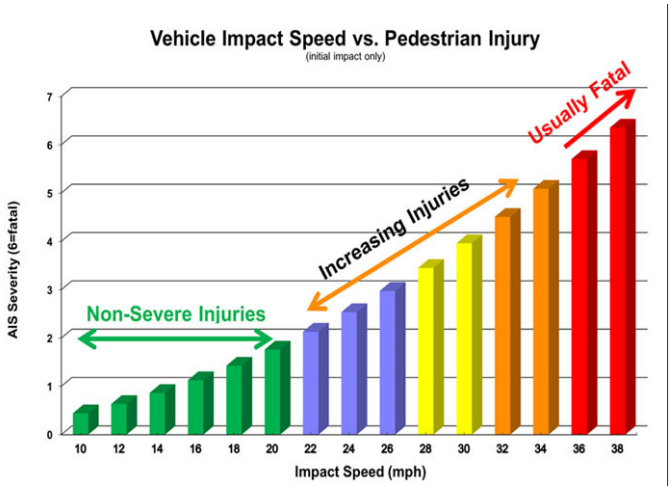
Attachment: MPR E-40 Traffic Calming Installations (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

Town of Amherst Engineering Department

Traffic Calming Installations; E-40

IMPORTANCE OF TRAFFIC CALMING

The importance of reducing vehicle speeds cannot be overstated in an area where there is potential for conflict between a pedestrian and a motor vehicle. The slower the speed of the motor vehicle, the greater the chances are for survival for the pedestrian. If struck by a motor vehicle travelling at a speed of 20 miles per hour or less, a pedestrian is typically not permanently injured. If struck by a motor vehicle travelling at a speed of 36 miles per hour or more, a pedestrian is usually fatally injured, as shown below:



TRAFFIC CALMING MEASURES

ITE specifies a variety of traffic calming measures that can be adapted to a specific need for specific roadway. Traffic calming measures are grouped into four categories: horizontal deflection, vertical deflection, street width reduction, and routing restriction. ITE ePrimer category descriptions and the measures they include are presented below.

A **horizontal deflection** hinders the ability of a motorist to drive in a straight line by creating a horizontal shift in the roadway. This shift forces a motorist to slow the vehicle in order to comfortably navigate the measure. The types of horizontal deflections are:

- Lateral shift
- Chicane
- Realigned intersection
- Traffic circle
- Small modern roundabout and mini-roundabout
- Roundabout

Attachment: MPR E-40 Traffic Calming Installations (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

Town of Amherst Engineering Department

Traffic Calming Installations; E-40

A **vertical deflection** creates a change in the height of the roadway that forces a motorist to slow down in order to maintain an acceptable level of comfort. The types of vertical deflections are:

- Speed hump
- Speed cushion
- Speed Table
- Offset speed table
- Raised crosswalk
- Raised intersection

A **street width reduction** narrows the width of a vehicle travel lane. As a result, a motorist slows the vehicle in order to maintain an acceptable level of comfort and safety. The measure can also reduce the distance a pedestrian walks to cross a street, reducing exposure to pedestrian/vehicle conflicts. The type of street width reductions are:

- Corner extension (i.e. a curb extension at an intersection)
- Choker (i.e., a midblock curb extension)
- Median island
- On-street parking
- Road diet

A **routing restriction** prevents particular vehicle movements at an intersection and is intended to eliminate some portions of cut-through traffic. The types of routing restrictions are:

- Diagonal diverter
- Full closure
- Half closure
- Median barrier
- Forced turn island

SCOPE OF IMPROVEMENTS

This project will fund any of the above traffic calming measures on Town of Amherst Streets. Local streets identified for a potential traffic calming deployment include, but are not limited to, the before-mentioned Park Club Lane and Brompton Road, as well as Westfield Road, Shoreline Parkway, Oakwood Drive, Augusta Avenue, and Burroughs Drive. Other locations will be determined by the Amherst Town Board, Town Engineer, and/or Town Highway Superintendent.

When deploying traffic calming, streets may be subject to other changes to support project needs. This includes sidewalk changes, ADA curb ramp upgrades, drainage or other utility modifications, sign and striping changes, curb modifications, and re-grading necessary to achieve the desired results of the traffic calming deployment.

Traffic calming projects may be deployed as individual Town projects, by Town Highway employees, added to Town paving projects, or as add-ons to other Town of Amherst projects.

Attachment: MPR E-40 Traffic Calming Installations (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

Town of Amherst Engineering Department

Traffic Calming Installations; E-40

PROJECT SCHEDULE:

The schedule for completing the selected Traffic Calming Installations is location-specific, with the first deployment occurring in late fall 2022 or early spring 2023.

FINANCIAL SUMMARY

The Town of Amherst appropriated funds in the approved 2021-2026 Capital Improvement Program under Project E-40, Traffic Calming Installations. The funds have been identified as a General Fund Bond.

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

Project ID	*Project Title/Description*	*2022*	*2023*	*2024*	*2025*	*2026*	*2027*	*Total Cost*
E-40	**Traffic Calming Installations:** Implement traffic calming treatments along local roadways in the Town. *(2022)*	250 LA	100 LA	100 LA				$450,000

PROJECT COST ESTIMATE:

○ Design	$ 28,750
○ Construction	$ 220,000
○ Legal/Admin/Bonding	$ 1,250
Total Amount to be bonded	**$ 250,000**

TAX IMPACTS:

○ Bond Request:	$ 250,000
○ Bond Term:	15 years (General Fund)
○ Annual Tax Impacts:	$0.0021 per year, per $1,000 AV
○ Typical Property Taxation Impacts:	$0.42 per year, per $200,000 property

Attachment: MPR E-40 Traffic Calming Installations (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

MEMORANDUM August 29, 2022

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Classification
Traffic Calming Installations *(various locations, including but not limited to: Park Club Lane, Brompton Road, Westfield Road, Shoreline Parkway, Oakwood Drive, Augusta Avenue, and Burroughs Drive.)*
2022-2027 C.I.P. Project E-40

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(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\08-26-2022_Traffic_Calming_Installations_E-40.docx

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

Attachment: MPR E-40 Traffic Calming Installations (RES-2022-847 : Traffic Calming Installations - Bond Resolution ($250,000))

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26356 **RESOLUTION 2022-848** **ROLL CALL VOTE (ADOPTED)**

Pathway to Safety Enhancement Project (Bond Resolution - $100,000)

AGENDA ITEM : SEPTEMBER 6TH, 2022

TO: **Town Board**

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

DATE: **August 31, 2022**

RE: **Pathway Safety Enhancement Project**
2022-2027 C.I.P. - Project No. 2015.033
Bond Resolution - $100,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $100,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, **Agenda Item - September 6,2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Christopher P. Schregel, Project Manager *(w/attachment)*

9/6/2022
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 - $100,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Directo

MEMORANDUM August 26, 2022

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Classification
Pathway Safety Enhancement
2022-2027 C.I.P. Project E-38

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(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA Type_II_Actions_(PJ-2015-001)\08-26-2022_Pathway_Safety_Enhancements_E-42.docx

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

Attachment: SEQR.PathwaySafetyEnhancement-08312022102721 (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

September 6, 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 September 6, 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-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED SEPTEMBER 6, 2022, AUTHORIZING THE PATHWAY SAFETY ENHANCEMENT PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $290,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE A PORTION OF SAID APPROPRIATION AND THE APPLICATION OF $190,000 IN STATE AND LOCAL GRANT FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE OR REDEMPTION OF THE TOWN'S OBLIGATIONS ISSUED THEREFOR, OR TO BE BUDGETED AS AN OFFSET TO THE TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS

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 Pathway Safety Enhancement Project, as described in the map, plan and report dated September 2022 and prepared by the Town of Amherst Engineering (2022-2027 Capital Improvement Program, Project No. E-38). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $290,000 and said amount is hereby appropriated for such purpose. The plan of financing includes (i) the issuance of bonds in the principal amount of $100,000 and any bond anticipation notes issued in anticipation of the sale of said bonds to finance a portion of said appropriation, (ii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of and interest on said bonds and notes, and (iii) the application of $185,000 in New York State and local grant funds received or expected to be received and to be expended towards the cost of said object or purpose or redemption of the Town's obligations issued therefor,

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds and notes.

Section 2. Bonds of the Town in the principal amount of $100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

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

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

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

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

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,

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

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:

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on September 6, 2022, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "Bond resolution of the Town of Amherst, New York, adopted September 6, 2022, authorizing the Pathway Safety Enhancement Project, stating the estimated maximum cost thereof is $290,000, appropriating said amount for such purpose, authorizing the issuance of bonds in the principal amount of $100,000 to finance a portion of said appropriation and the application of $185,000 in State and local grant funds received or expected to be received and to be expended towards the cost of said object or purpose or redemption of the Town's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds"

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

FIRST: AUTHORIZING said Town to undertake the Pathway Safety Enhancement Project, as described in the map, plan and report dated September 2022 and prepared by the Town of Amherst Engineering (2022-2027 Capital Improvement Program, Project No. E-38); STATING the estimated maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $290,000; APPROPRIATING said amount for such purpose; STATING the plan of financing includes (i) the issuance of $100,000 bonds of the Town to finance a portion of said appropriation, (ii) the levy of a tax upon all the taxable real property within the Town to pay the principal of and interest on said bonds and notes, and (iii) the application of $185,000 in State of New York and local grant funds received or expected to be received and to be expended towards the cost of said objects or purposes or redemption of the Town's obligations issued therefor, or to be budgeted as an offset to the taxes for the payment of the principal of and interest on said bonds and notes;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $100,000 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;

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

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: September 6, 2022

FRANCINA J. SPOTH
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on September 6, 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 September, 2022.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

AFFIDAVIT OF POSTING

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

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

That she is and at all times hereinafter mentioned he 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 September 6, 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 September, 2022.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution - $100,000))

Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

Town of Amherst
Engineering Department

Pathway Safety Enhancement Project

2022 – 2027 Capital Improvement Program
TOA Project # 2015.033
MAP, PLAN & REPORT

SEPTEMBER 2022

Contents:

- Background
- Location
- Project Description
- Project Improvements
- Project Justification
- Anticipated Project Schedule
- Financial Summary
- Project Cost Estimate
- Taxation Summary
- Town of Amherst Planning Department SEQR Determination – Type II Action

Town of Amherst Engineering Department
Engineering Support Division
1100 North Forest Road
Williamsville, NY 14221
(716) 631 - 7154 / Fax: (716) 631 - 7222

Town of Amherst
Pathway Safety Enhancement Project

BACKGROUND:

The Town of Amherst maintains 19 lineal miles of trailway within its municipal boundary. Safety of trail users is of utmost importance. In 2015, the Town of Amherst embarked on a trail safety improvement project by hiring the consulting firm of Parsons Brinkerhoff to specifically study two of the Town's trailways: Erie Canalway Trail and the Hopkins Road Trailway. The study identified opportunities for safety enhancements and provided cost effective recommendations to enhance safety measures for it users.

Following receipt and review of the study's findings, the Town began to put into motion the funding of the recommended improvements. The Town's Planning Department was successful in obtaining grant funding from both the NYS Canal Corp and Office of Parks, Recreation and Historic Preservation Recreation Trails Program which provided Federal and State funding shares for pathway safety project. The remainder of the improvements costs are the responsibility of the Town of Amherst to fund as part of the agreement for accepting these respective grants.

LOCATION:

The project is split into two (2) different locations along Town-owned multi-use trails in Amherst, NY. The Hopkins Road Trailway and Boardwalk is 1.6 miles long and located on the west side of Hopkins Road. The specific segment of Trailway identified for improvement is 1.3 miles in length and is located between West Klein Road and Fair Woods Drive.

The Erie Canalway Trail is 6.6 miles in length and located along Tonawanda Creek Road, Tonawanda Creek and the Erie Canal. The Erie Canalway Trail is located along a National Heritage Corridor and is part of a 365 mile long off-road trail between Albany and Buffalo.

PROJECT DESCRIPTION:

The study conducted by Parsons Brinkerhoff utilized the latest professional American Association of State Highway and Transportation Officials (AASHTO), Federal Highway Administration (FHWA), National Association of City Transportation Officials (NACTO), Institute of Engineers (ITE) Guide, New York State Department of Transportation (NYSDOT) to formulate a list of deficiencies and recommendations for the Erie Canalway and the Hopkins Road Trailways. Specifically identified, among other things, was a need to install guide rail where the path is directly adjacent to the road and also on the outside of horizontal curves where errant vehicles may breach the path.

Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

Town of Amherst
Pathway Safety Enhancement Project

PROJECT IMPROVEMENTS:

The majority of the improvements for this project consist of the installation of guide rail where warranted. Guide rail is an essential safety measure intended to shield a motorist who has left the roadway and lessen the severity of crashes. Guide rail is intended to either deflect a vehicle back to the roadway or slow the vehicle with as little harm to the vehicle's occupants as possible. Because barriers themselves are potential hazards, they are used only when necessary to shield a condition that could be significantly more hazardous. After a guide rail is installed, highway crews must maintain and repair it to ensure it functions as intended.

The guide rail improvements on the Erie Canalway Trail along Tonawanda Road between Sweet Home Road and New Road (5.9 mile segment) include the following:

- Extension of approximately 400 lineal feet of guard rail just west of Black Creek
- Installation of approximately 600 lineal feet of guard rail east of Ransom Creek (near MP 1.9)
- Installation of approximately 385 lineal feet of guard rail east of Ransom Creek (near MP 1.9/1.8)

The guide rail improvements on Hopkins Road Trailway and Boardwalk have been identified between West Klein Road and Fair Woods Drive (1.3 mile segment) and include the following:

- A barrier or guide rail installation where separation between the path and road is less than 5'
- Installation of approximately 275 lineal feet of guide rail between the Plaza Driveway and Williamsburg Commons southern driveway
- Installation of approximately 150 lineal feet of guide rail at Randwood Drive intersection
- Installation of approximately 600 lineal feet of guard rail between Randwood Drive and Cimarand Drive
- Installation of approximately 300 lineal feet of guard rail from the southern entrance to the northern entrance of Eagle Trace
- Installation of approximately 360 lineal feet of guard rail north of Williamsburg Commons Southern Driveway (MP 0.2)
- Installation of approximately 140 lineal feet of guide rail north of Eagle Trace (MP 1.3)

Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

Town of Amherst
Pathway Safety Enhancement Project

Other safety improvements at the above locations likely to be included in this project are:

- The removal and relocation of trees/brush, signs, mailboxes
- Establishment of parking restrictions
- Removal of pathway bollards
- Meeting ADA standards
- Installation of delineators
- Removal of vertical and horizontal obstructions
- Pathway repair to address safety hazards
- Address drainage deficiencies
- Pedestrian Bridge repair and study

PROJECT JUSTIFICATION:

Numerous pedestrian and vehicle accidents, complaints from trail users, and most seriously, fatalities, clearly illustrate the need for this project. Trail locations in close proximity to roadways, vertical clearance, adjacent obstructions, path widths, drainage problems, and bollards are among the issues both trails have been identified with as requiring improvements.

ANTICIPATED PROJECT SCHEDULE:

Bond Action:	September 2022
Bidding:	November 2022
Construction:	February – June 2023

FINANCIAL SUMMARY:

The Town of Amherst obtained grant funding from NYS Canal Corp in the amount of $65,000. The second funding source by grant approval is from the Office of Parks, Recreation and Historic Preservation Recreation Trails Program (OPRHP) with an award of $125,000.

Funding for the project was initially bonded in 2018. To complete the project, the Town of Amherst appropriated funds in the approved 2021-2026 Capital Improvement Program under Project E-38, Pathway Safety Enhancement. The funds have been identified as a General Account Bond with a minimum useful life of 10 years.

Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

Town of Amherst
Pathway Safety Enhancement Project

PROJECT COST ESTIMATE:

NYS Canal Corp Grant:	$ 65,000
OPRHP:	$ 125,000
Previous Town Bonding:	$ 100,000
2022 Town Bonding:	**$ 100,000 ***
Total Project Cost:	$ 390,000

***** Breakdown:

Construction:	$ 99,500
Legal / Admin:	$ 500

TAXATION IMPACTS:

Total Amount to be bonded:	$ 100,000.00 (General Account)
Bond Term:	15 Years
Annual Tax Impacts:	$0.0008 per year, per $1,000 AV
Typical Property Taxation Impacts:	$0.1681 per year, per $200,000 property

Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

MEMORANDUM August 26, 2022

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Classification
Pathway Safety Enhancement
2022-2027 C.I.P. Project E-38

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(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\08-26-2022_Pathway_Safety_Enhancements_E-42.docx

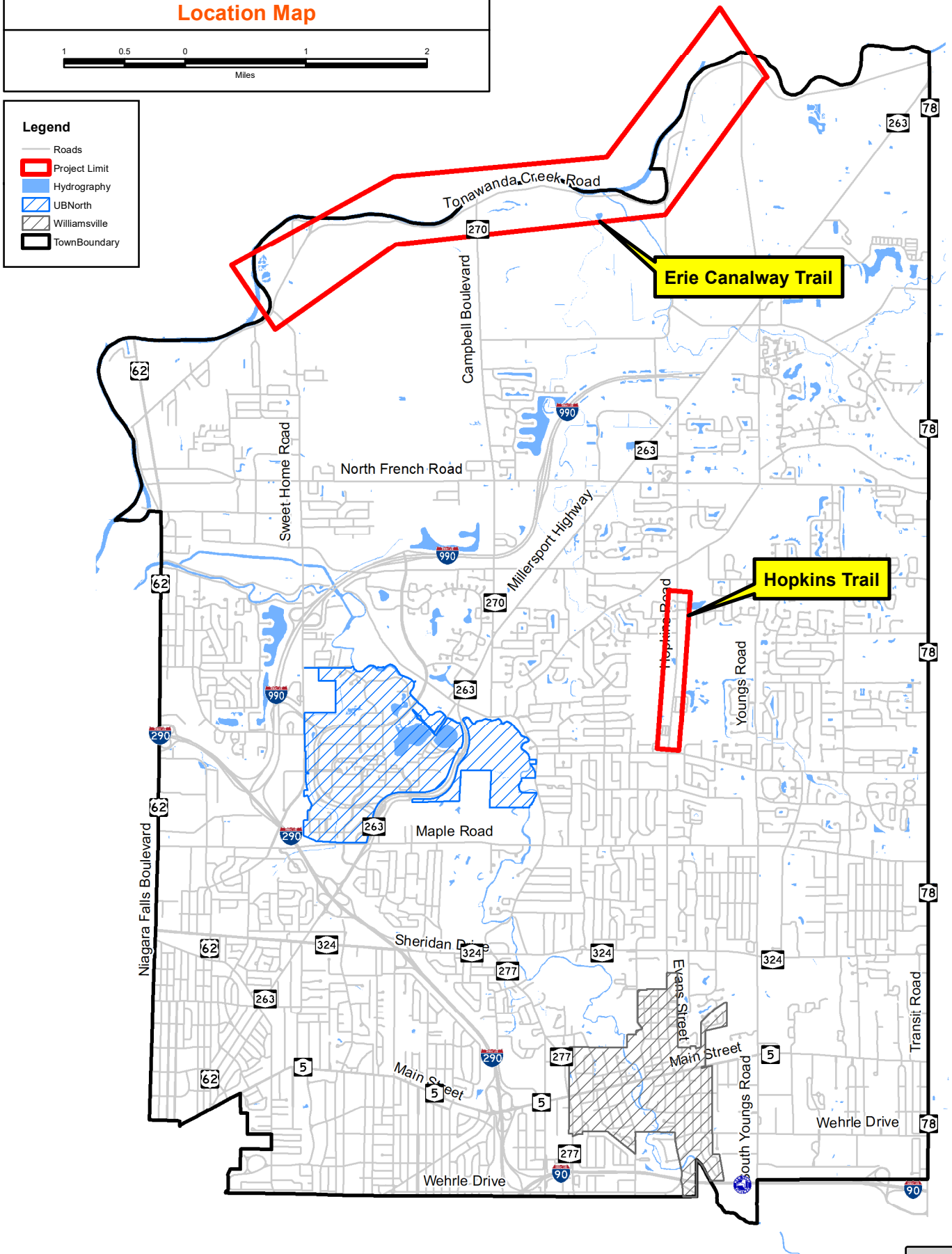
cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

TOWN OF AMHERST
Erie County, New York

Erie Canalway Trail & Hopkins Trail
Location Map

1 0.5 0 1 2
Miles



Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

Figure 3. Amherst Canalway Trail Plan

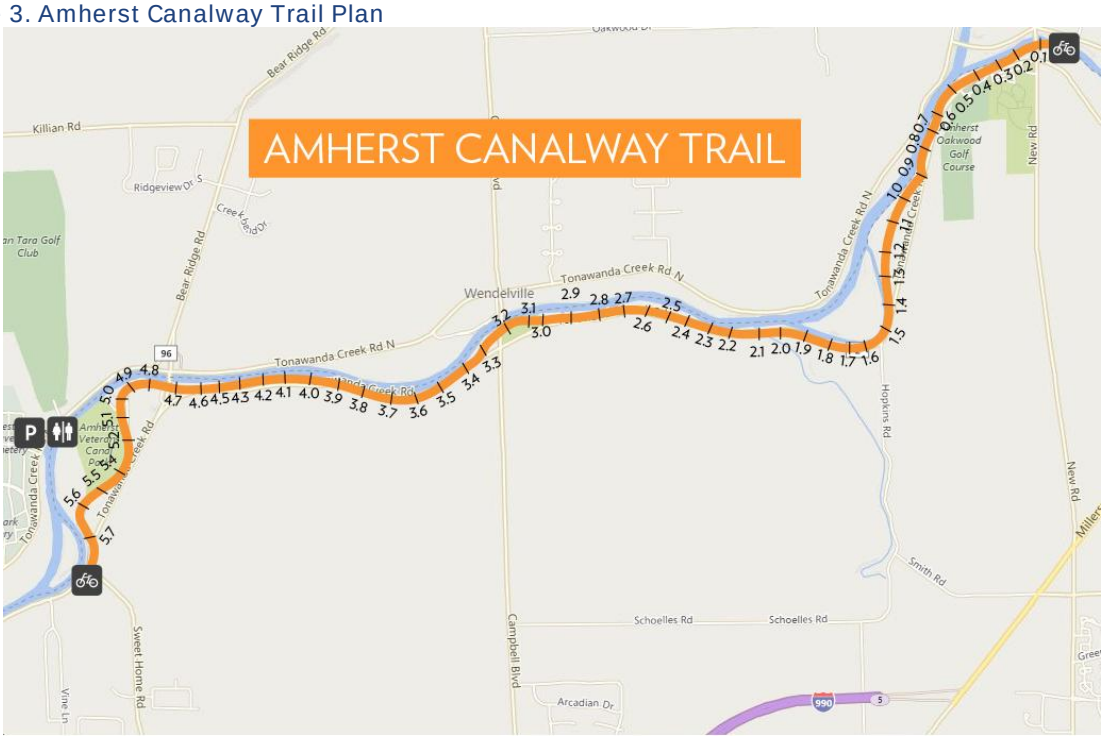
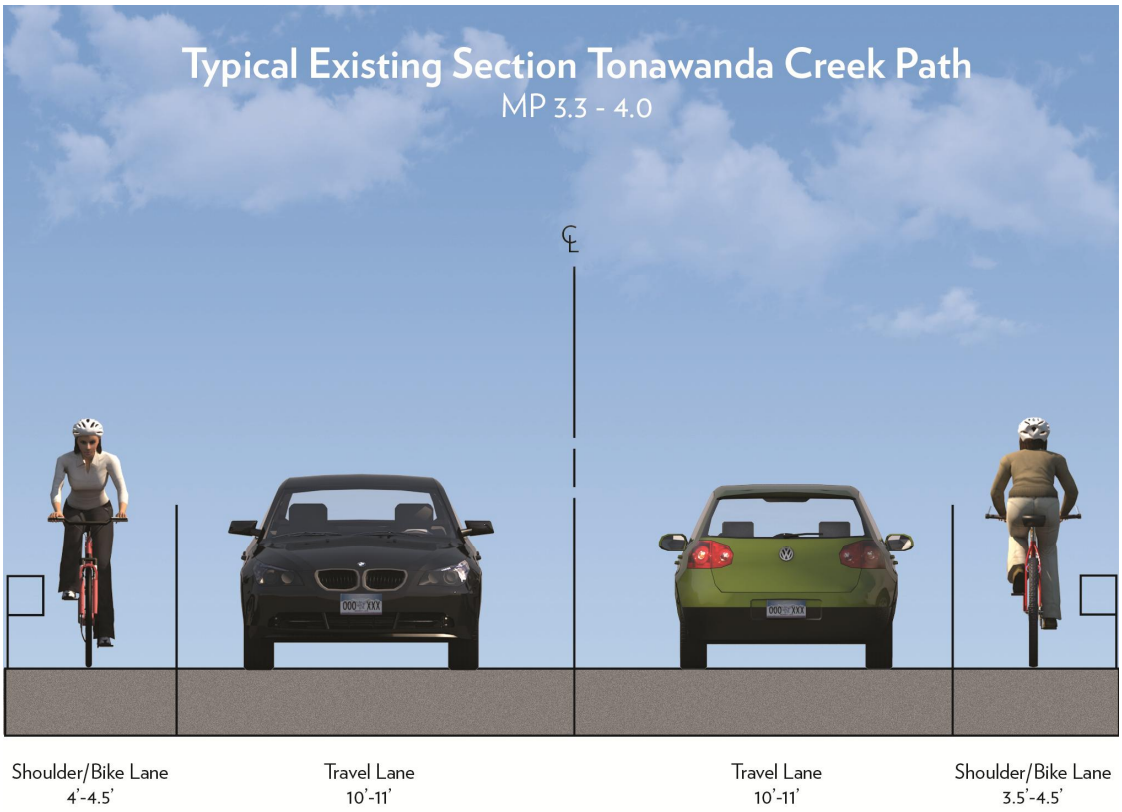


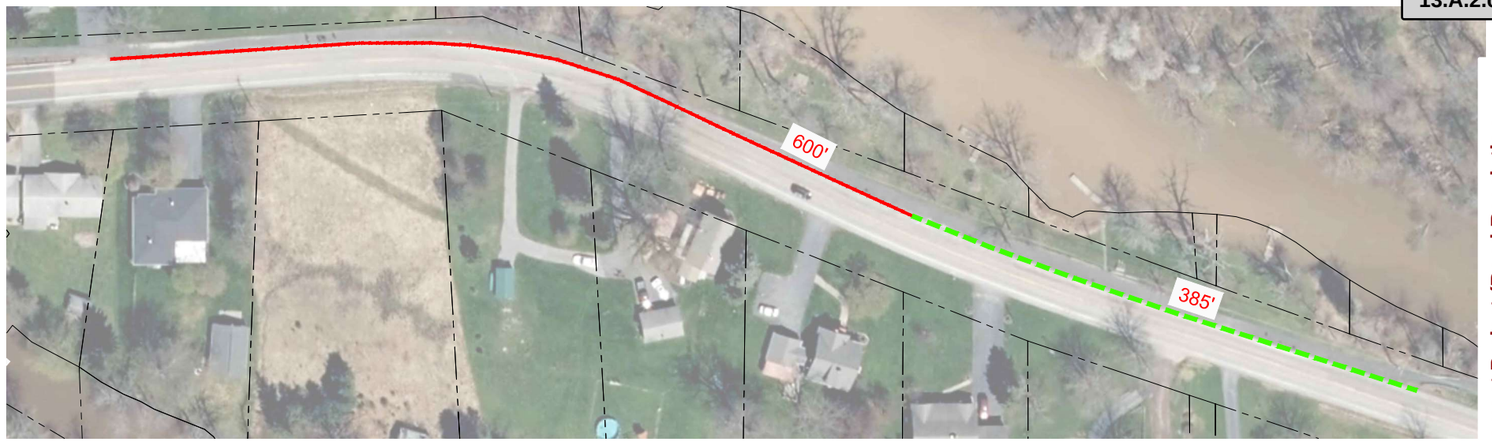
Figure 4. Typical Existing Section – Tonawanda Creek



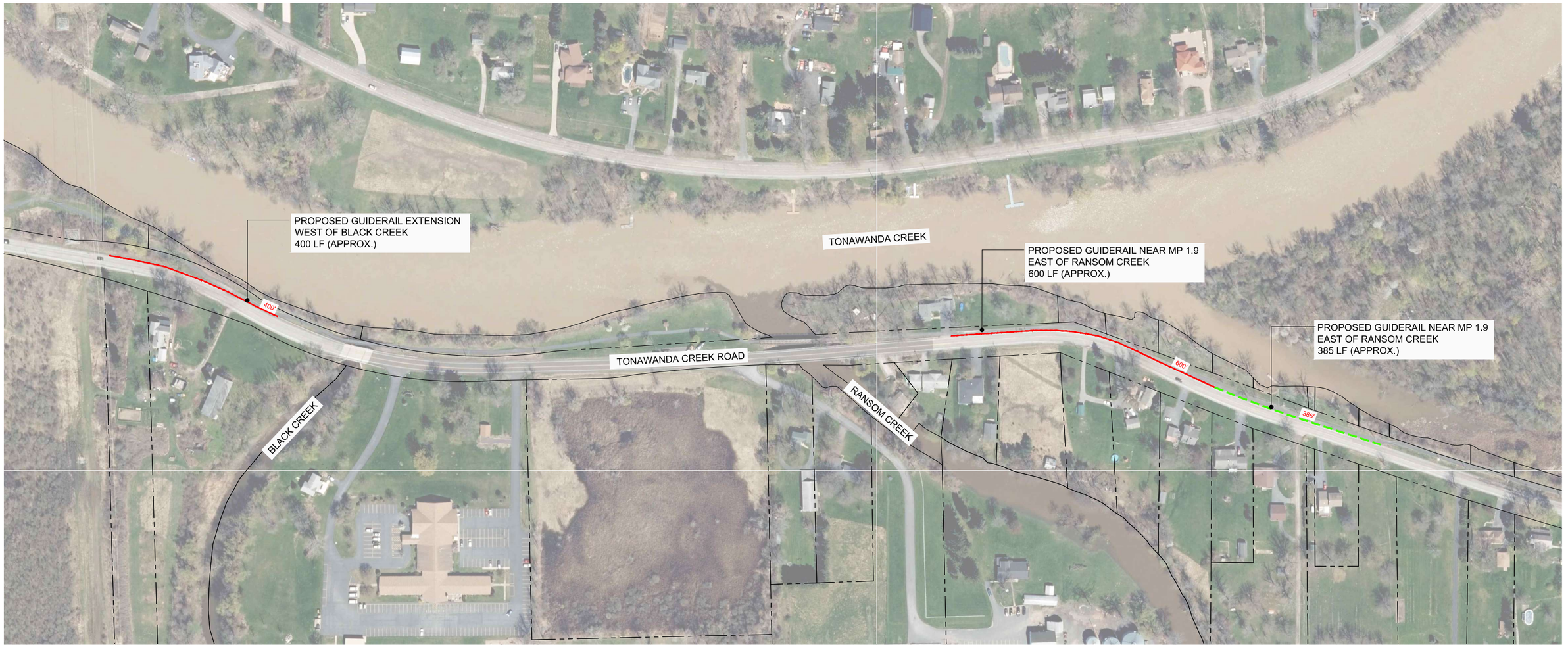
Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -



West of Black Creek Detail



East of Ransom Creek



Multi-Use Trail Grant: Pathway Enhancements Tonawanda Creek

Map 1: Black Creek and Ransom Creek

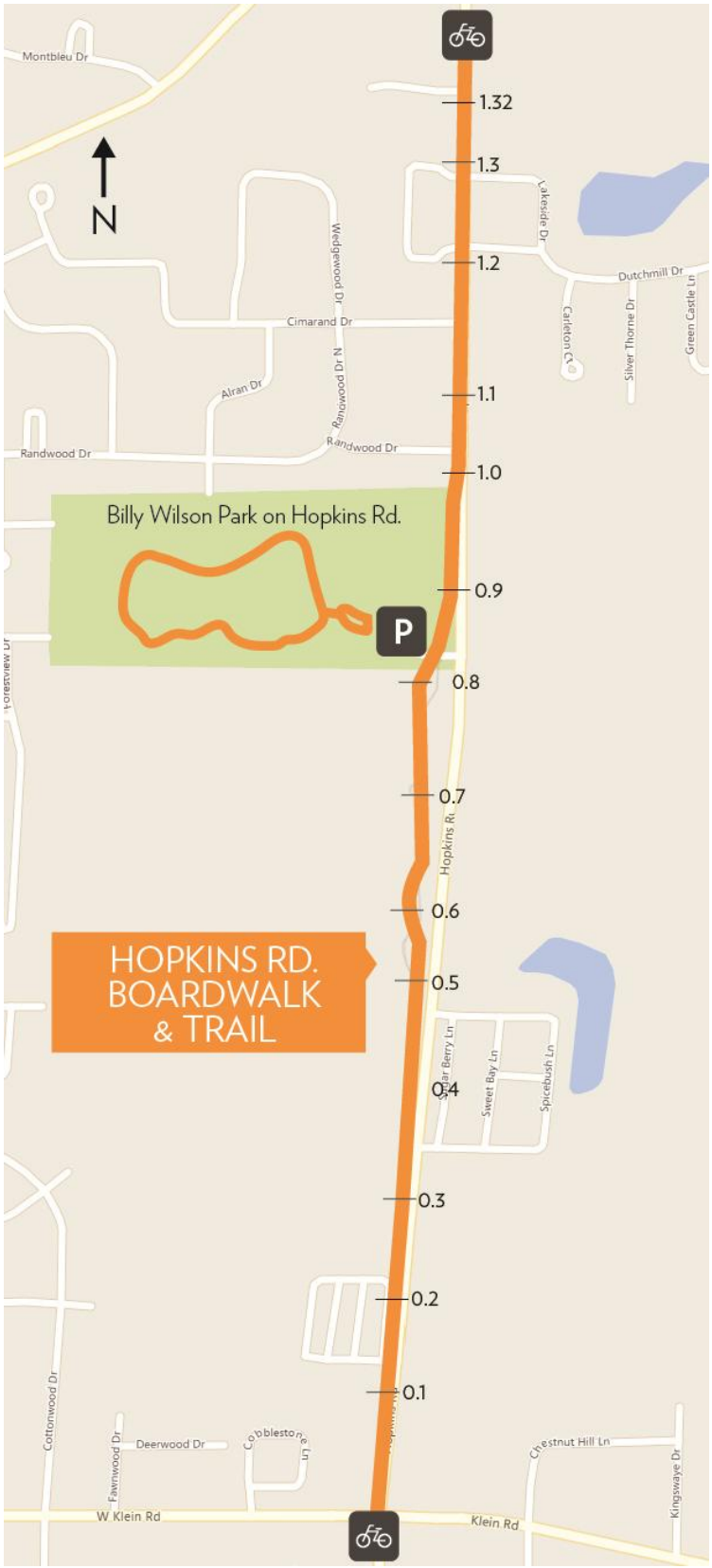
0 50' 100' 200'
SCALE 1" = 100'
(at 24 x 36 Only)

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Prepared by the Town of Amherst Planning

Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

Figure 5. Hopkins Road Path Plan



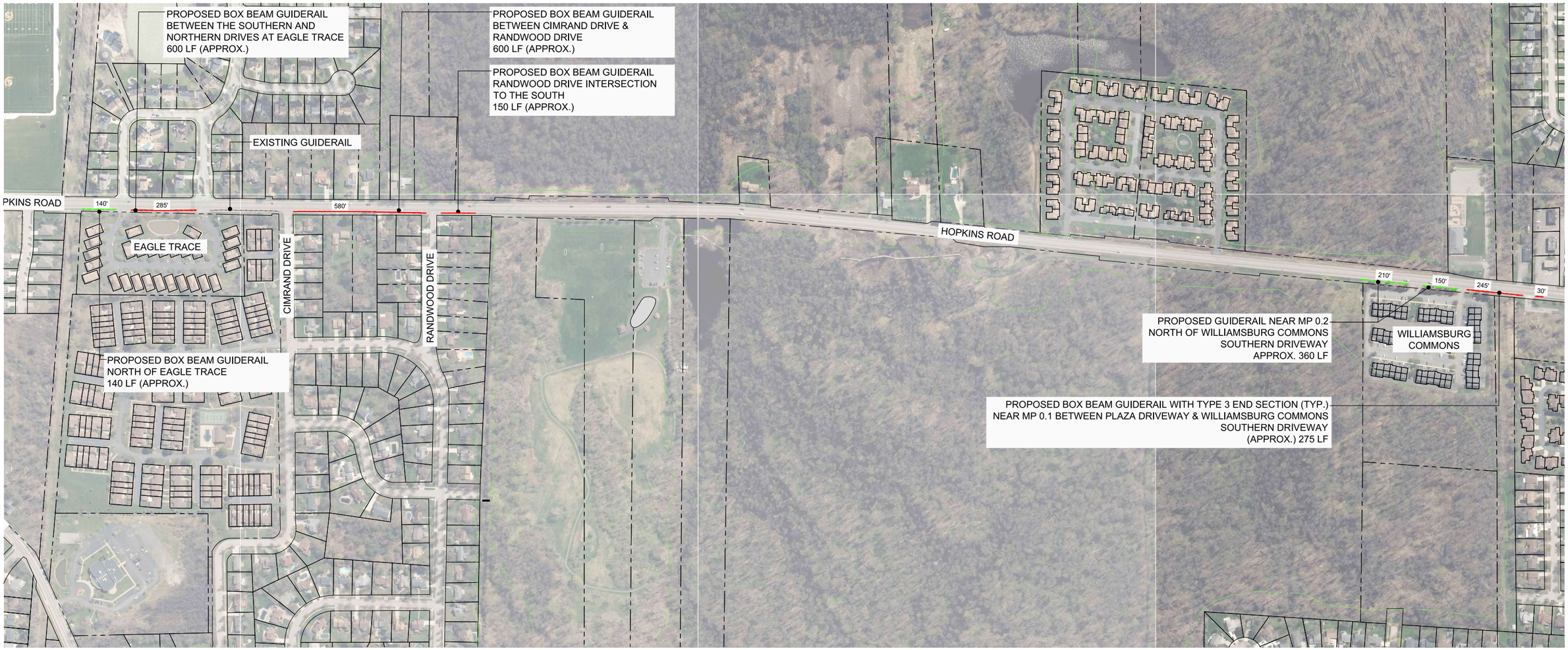
Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -



RANDWOOD DRIVE TO EAGLE TRACE



WILLIAMSBURG COMMONS



Multi-Use Trail Grant: Pathway Enhancements Hopkins Road

Map 2: Hopkins Road

0 50' 100' 200'
SCALE 1" = 100'
(at 24 x 36 Only)

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Prepared by the Town of Amherst Planning

Attachment: MPR E-38 Pathway Safety Enhancement Project (RES-2022-848 : Pathway to Safety Enhancement Project (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26357 **RESOLUTION 2022-849** **ROLL CALL VOTE (ADOPTED)**

Frankhauser Guiderail Relocation (Bond Resolution - $30,000)

AGENDA ITEM : SEPTEMBER 6TH, 2022

TO: **Town Board**

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

DATE: **August 31, 2022**

RE: **Pathway Safety Enhancement Project**
Bond Resolution - $30,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $30,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - September 6, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Christopher P. Schregel, Project Manager *(w/attachment)*

9/6/2022
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 - $30,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

MEMORANDUM August 26, 2022

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Classification
Frankhauser Guide Rail Relocation
2022-2027 C.I.P. Project E-42

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(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special Projects\SEQR Engineering & Other TOA Type_II_Actions_(PJ-2015-001)\08-26-2022_Frankhauser Guide Rail Relocation_E_42.docx

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

Attachment: SEQR.FrankhauserGuiderail-08312022102552 (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

September 6, 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 September 6, 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-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK (THE "TOWN"), ADOPTED SEPTEMBER 6, 2022, AUTHORIZING REPLACEMENT OF ROADSIDE GUIDE RAILS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $30,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $30,000 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 replacement of roadside guide rails at the intersection of Frankhauser Road at Fairways Blvd, as described in the map, plan and report dated September 2022, prepared by the Town Engineering Department (2022-2027 Capital Improvement Program Project E-42). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $30,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $30,000 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 $30,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $30,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

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

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on September 6, 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 SEPTEMBER 6, 2022, AUTHORIZING REPLACEMENT OF ROADSIDE GUIDE RAILS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $30,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $30,000 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 replacement of roadside guide rails at the intersection of Frankhauser Road at Fairways Blvd, as described in the map, plan and report dated September 2022, prepared by the Town Engineering Department (2022-2027 Capital Improvement Program Project E-42); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $30,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $30,000 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 $30,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

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

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

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

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

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

DATED: September 6, 2022

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on September 6, 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 September, 2022.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

AFFIDAVIT OF POSTING

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

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

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

That on _____, 2022, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on September 6, 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 September, 2022.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

Attachment: MPR E-42 Frankhauser Guide Rail Relocation (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

Town of Amherst
Engineering Department

Frankhauser Guide Rail Relocation

2022 – 2027 Capital Improvement Program

MAP, PLAN & REPORT

SEPTEMBER 2022

Contents:

- Background
- Guide Rail Purpose
- Guide Rail Components
- Project Improvements
- Project Schedule
- Financial Summary
- Project Cost Estimate
- Tax Impacts
- Town of Amherst Planning Department SEQR Determination – Type II Action

Town of Amherst Engineering Department
Engineering Support Division
1100 North Forest Road
Williamsville, NY 14221
(716) 631 - 7154 / Fax: (716) 631 - 7222

Town of Amherst
Frankhauser Guide Rail Relocation

BACKGROUND

In 2019, the Town's Highway Department at the recommendation of the Amherst Traffic Safety Board reconfigured the intersection of Frankhauser Road at Fairways Blvd. to create a safer intersection. Fairways Blvd. was shifted westerly and configured as a 90-degree intersection instead of at a skew. At that time, the Town's Highway crews were unable to relocate the existing guide rail that was oriented along the east side of Fairways Blvd. along the previous orientation. As such, a project is necessary to re-design and relocate the guide rail to a more suitable location.

GUIDE RAIL PURPOSE

Guide rail is an essential safety measure intended to shield a motorist who has left the roadway and lessen the severity of crashes. Guide rail is intended to either deflect a vehicle back to the roadway or slow the vehicle with as little harm to the vehicles occupants as possible. Because barriers themselves are potential hazards, they are used only when necessary to shield a condition that could be significantly more hazardous. Guidance on whether to install a guide rail can be found in the AASHTO Roadside Design guide. After a guide rail is installed, highway crews must continue to maintain and repair it to ensure it functions as intended.

GUIDE RAIL COMPONENTS

Guide rails function as a system, which includes the guide rail itself, the posts, the soil that the posts are driven into, connection of the guardrail to the posts, the end terminal, and the anchoring system at the end terminal. All these elements have a bearing in how the guardrail will function upon impact.

PROJECT IMPROVEMENTS

A design plan will be developed by an engineering firm with guide rail design experience to relocate the necessary guide rail at the recently modified Frankhauser Road and Fairways Intersection. The project scope anticipates complete replacement of existing guide rail, but will only replace what is necessary depending on what is identified during the design phase.

After design, the project will be bid and constructed. Construction will include the removal of the existing guide rail system and either the complete replacement, re-use of materials, or a combination of both to relocate the guide rail at a more suitable location.

Attachment: MPR E-42 Frankhauser Guide Rail Relocation (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

Town of Amherst
Frankhauser Guide Rail Relocation

PROJECT SCHEDULE

- Design: March 2023
- Bidding: May 2023
- Construction: June-July 2023

FINANCIAL SUMMARY

The Town of Amherst appropriated funds in the approved 2022-2027 Capital Improvement Program under Project E-42, Frankhauser Guide Rail Relocation. The funds have been identified as a Highway District Bond. The proposed guide rail will have a minimum useful life of 15 years.

PROJECT COST ESTIMATE

o Design	$ 9,850
o Construction	$ 20,000
o Legal/Admin/Bonding	$ 150
Total Amount to be bonded	**$ 30,000**

TAX IMPACTS

o Current Bond Request:	$ 30,000
o Bond Term:	15 years (Highway District Bond)
o Annual Tax Impacts:	$0.0003 per year, per $1,000 AV
o Typical Property Taxation Impacts:	$0.05 per year, per $200,000 property

Attachment: MPR E-42 Frankhauser Guide Rail Relocation (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

MEMORANDUM August 26, 2022

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Classification
Frankhauser Guide Rail Relocation
2022-2027 C.I.P. Project E-42

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(b). Therefore, no further environmental review is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\08-26-2022_Frankhauser Guide Rail Relocation_E_42.docx

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

Attachment: MPR E-42 Frankhauser Guide Rail Relocation (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

Frankhauser Guide Rail Relocation - Location Map



8/26/2022

Parcels

Town Boundary

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

15cm Resolution Metadata

1:600

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Esri Community Maps Contributors, Province of Ontario, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar, Microsoft

Attachment: MPR E-42 Frankhauser Guide Rail Relocation (RES-2022-849 : Frankhauser Guiderail Relocation (Bond Resolution - $30,000))

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26366 **RESOLUTION 2022-850** **ADOPTED**

Dedication of Evergreen Landings Phase 5 (Cimato to TOA)

AGENDA ITEM : SEPTEMBER 6TH, 2022

TO: **Town Board**

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

DATE: **August 31, 2022**

RE: **Dedication of Evergreen Landings Subdivision - Phase 5**

Kindly adopt a resolution authorizing the Supervisor to accept the dedication of the above subdivision as detailed in the attached Deed and to execute any and all documents that are required to effectuate the dedication.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - September 6th, 2022**)
Jeffrey D. Palumbo, Esq. (*w/o attachment*)

9/6/2022
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

Warranty Deed - Lien Covenant - Corporation

This Indenture, made this _____ day of August, 2022

Between

CIMATO ENTERPRISES, INC., a corporation organized under the laws of the State of New York, having its office and principal place of business at 9220 Transit Road, East Amherst, New York 14051,

party of the first part, and

THE TOWN OF AMHERST, a New York municipal corporation, with its principal place of business at 5583 Main Street, Williamsville, New York 14221,

party of the second part.

WITNESSETH, that the party of the first part, in consideration of ONE AND NO MORE Dollars, ($1.00 AND NO MORE), lawful money of the United States of America received by the party of the first part and paid by the party of the second part, hereby grants and releases unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Amherst, County of Erie, State of New York being part of Lot 47, Township 13, Range of the Holland Land Company's Survey, being more particularly described in Schedule A attached hereto.

Attachment: Deed--Conveyance to T.Amherst (RES-2022-850 : Dedication of Evergreen Landings Phase 5 (Cimato to TOA))

Together with the appurtenances to and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the above granted premises unto the party of the second part, its successors and assigns forever.

And said party of the first part covenants as follows:

First, that the party of the first part is seized of said premises in fee simple and has good right to convey the same;

Second, that the party of the second part shall quietly enjoy the said premises;

Third, that said party of the first part will forever WARRANT the title to said premises;

Fourth, that this conveyance is subject to the trust fund provisions of section thirteen of the Lien Law.

That this Conveyance is not of all or substantially all of the property of the party of the first part and is made in the regular course of business actually conducted by the party of the first part.

In Witness Whereof, the party of the first part has caused these presents to be signed by its duly authorized officer this _____ day of August, 2022.

In Presence of

CIMATO ENTERPRISES, INC.

By_____
Ferdinando A. Cimato, President

State of New York
County of Erie: ss:

On this _____ day of August, 2022, before me, the subscriber, personally appeared **Ferdinando A. Cimato,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: Deed--Conveyance to T.Amherst (RES-2022-850 : Dedication of Evergreen Landings Phase 5 (Cimato to TOA))

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Amherst, County of Erie and State of New York, being part of Lot 47, Township 13, Range 7 and part of Lot 1, Township 13, Range 8 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point on the west boundary line of Cherry Laurel Lane (60,0 feet wide) at the southeasterly corner of Sub Lot 70 as shown on Subdivision Map of Evergreen Landing filed in the Erie County Clerk's Office under Map Cover 3533, said point being the northwesterly corner of lands conveyed to the Town of Amherst by deed recorded in the Erie County Clerk's Office in Liber 11331 of Deeds at page 7478;

THENCE: N-00°-31'-24"-E along the said west boundary line of Cherry Laurel Lane, a distance of 135.02 feet to the south boundary line of Canalview Terrace (60.0 feet wide);

THENCE: Along the southerly, westerly and northerly boundary line of Canalview Terrace, the following seven (7) courses and distances:

1) S-89°-30'-34"-W, a distance of 380.12 feet to a point of curvature;
2) Westerly along a curve to the left having a radius of 15.00 feet, an arc distance of 14.73 feet to a point of reverse curvature;
3) Westerly, northerly and easterly along a curve to the right having a radius of 66.00 feet, an arc distance of 336.94 feet to a point of reverse curvature;
4) Easterly along a curve to the left having a radius of 15.00 feet, an arc distance of 14.73 feet to a point of tangency;
5) N-89°-30'-34"-E, a distance of 386.49 feet to a point of curvature;
6) Easterly along a curve to the right having a radius of 2,030.00 feet, an arc distance of 211.61 feet to a point of reverse curvature;
7) Easterly along a curve to the left having a radius of 1,970.00 feet, an arc distance of 23.73 feet to the northwest corner of lands conveyed to the Town of Amherst by deed recorded in the Erie County Clerk's Office in Liber 11371 of Deeds at page 8392;

THENCE: S-00°-25'-41"-E, along the west line of said Town of Amherst lands by Liber 11371 of Deeds at page 8392 a distance of 60.24 feet to the southwest corner thereof;

THENCE: Along the south boundary line of Canalview Terrace, the following two (2) courses and distances:

1) Westerly along a curve to the right having a radius of 2,030.00 feet, an arc distance of 29.93 feet to a point of reverse curvature;
2) Westerly along a curve to the left having a radius of 1,970.00 feet, an arc distance of 151.72 feet to the east boundary line of Cherry Laurel Lane;

THENCE: S-00°-31'-24"-W along the said east boundary line of Cherry Laurel Lane, a distance of 140.07 feet to the north line of said Town of Amherst by Liber 11331 of Deeds at page 7478;

THENCE: N-84°-58'-13"-W, along the said north line of Town of Amherst by Liber 11331 of Deeds at page 7478, a distance of 60.19 feet to the POINT OF BEGINNING.

Attachment: Deed--Conveyance to T.Amherst (RES-2022-850 : Dedication of Evergreen Landings Phase 5 (Cimato to TOA))

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26348 **RESOLUTION 2022-851** **ADOPTED**

Fireworks Permit - Williamsville North High School

Request for fireworks permit on September 29, 2022 at approximately 9 pm at Williamsville North High School, 1595 Hopkins Road with the following conditions:

1. That the spectators, parking areas and structures be 70 feet from the fireworks discharge location for vertical mortars. (max. 1 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters are Nick Leo and Mark Mongeon and changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6. Display shall follow NFPA 1123-2018 & IFC 2020.
7. Crowds over 1000 people require a crowd managers as per the International Fire Code.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9. The submitted launch site is approved.

9/6/2022
Consent

FINANCIAL IMPACT:

$100.00 permit fee is paid.

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

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 Berke P.E.
Commissioner of Building

Memorandum

DATE: August 29, 2022

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Williamsville North High School, 1595 Hopkins Road

DATE & TIME: Thursday September 29, 2022 @ 9 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) That the Spectators, parking areas and structures be 70 feet from the fireworks discharge location for vertical mortars. (max. 1 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) That the approved shooters are Nick Leo and Mark Mongeon and changes must be in writing to the Amherst Fire Inspectors a minimum of 5 days prior to the event.
5) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
6) Display shall follow **NFPA 1123-2018** & **IFC 2020**.
7) Crowds over 1000 people require a crowd managers as per the International Fire Code.
8) The Amherst Town Board shall designate a time when the Fireworks display must conclude.
9) The submitted launch site is approved.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2022\1595 Hopkins 9-29-2022.docx

Attachment: wmsvl north fireworks (RES-2022-851 : Fireworks Permit - Williamsville North High School)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   - Williamsville North High School
   - Skylighters of New York, LLC.
2. Date & time at which display is to be held: 9/29/22 9pm.
3. Exact location of display: 1595 Hopkins Rd, Williamsville, NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Nick Leo 25, 5+yrs. experience, white male
   Mark Mongeon 50+, 10 yrs experience, white male.
5. Number and kind of fireworks to be discharged:
   30 max 1" cakes
6. Manner and place of storage of these fireworks prior to the display:
   Brought to the site the day of.
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $100.00 payable to the "Town of Amherst".

Date: 8/22/22

Matthew Shaw/Skylighters of NY, LLC
(Company, Corporation or Individual)

Applicant Signature

State of New York)
County of Erie)
Town of Amherst)

Sworn before me this 22nd day of August in the year 2022

Mary Reinhardt
Notary Public

MARY REINHARDT
Notary Public, State of New York
Reg. No. 01RE6395690
Qualified in Erie County
Commission Expires July 29, 2023

Attachment: wmsvl north fireworks (RES-2022-851 : Fireworks Permit - Williamsville North High School)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : Axis Surplus Insurance Company	26620
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 7847
Skylighters of New York LLC
PO Box 1357
Orchard Park NY 14127

COVERAGES **CERTIFICATE NUMBER:** 2068773235 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SI8GL00259-211	12/5/2021	12/5/2022	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			SI8CA00022-211	12/5/2021	12/5/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			P-001-000056857-04	12/5/2021	12/5/2022	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Display Date: September 29, 2022
Location: 1595 Hopkins Road
Additional Insured: Williamsville North High School, Town of Williamsville and Town of Amherst

CERTIFICATE HOLDER
Williamsville North High School
1595 Hopkins Road
Williamsville NY 14221

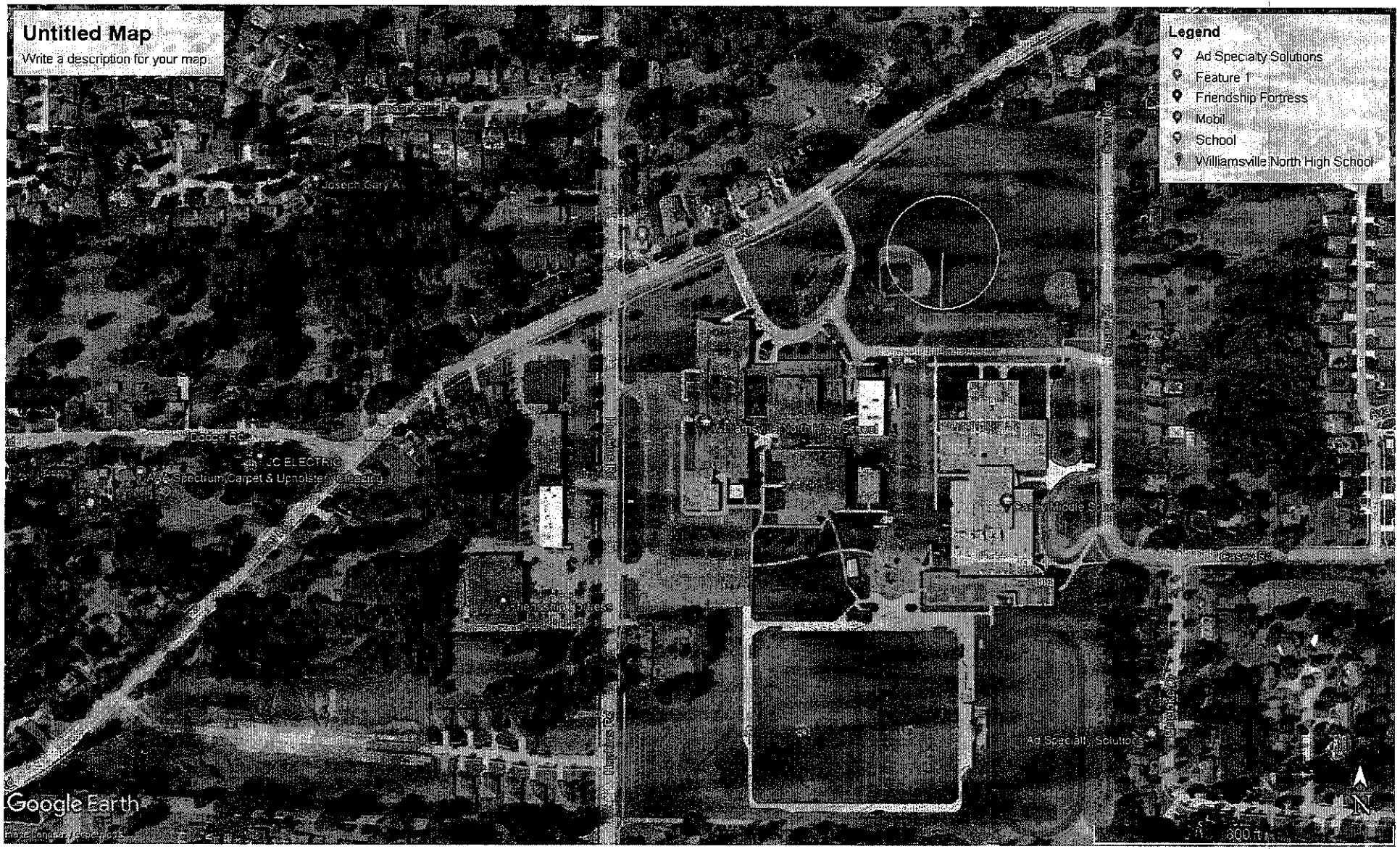
CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: wmsvl north fireworks (RES-2022-851 : Fireworks Permit - Williamsville North High School)


Untitled Map
Write a description for your map
Legend
Ad Specialty Solutions
Feature 1
Friendship Fortress
Mobil
School
Williamsville North High School
Joseph Gary A
Dodge Rd
Spectrum Carpet & Upholstery Cleaning
Williamsville North High School
Casey Middle School
Casey Rd
Friendship Fortress
Ad Specialty Solutions
Google Earth
800 ft
N

, Department of Justice
reau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

ccordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the iration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

ect ATF rrespondence To— ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: 6-NY-029-51-4C-01005
ief, Federal Explosives Licensing Center (FELC) Maura Howard	Expiration Date: March 1, 2024

me
SKYLIGHTERS OF NEW YORK LLC

remises Address (Changes? Notify the FELC at least 10 days before the move.)
5495 RICE ROAD
BOSTON, NY 14025-

pe of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

e licensee or permittee named above shall use a copy of this license or permit to assist a nsferor of explosives to verify the identity and the licensed status of the licensee or mittee as provided by 27 CFR Part 555. The signature on each copy must be an original nature. A faxed, scanned or e-mailed copy of the license or permit with a signature ended to be an original signature is acceptable. The signature must be that of the Federal plosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true py of a license or permit issued to the licensee or permittee named above to engage in the siness or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127-

icensee/Permittee Responsible Person Signature | Position/Title

Printed Name | Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

evious Edition is Obsolete SKYLIGHTERS OF NEW YORK LLC:5495 RICE ROAD:14025:6-NY-029-51-4C-01005:March 1, 2024:51-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

deral Explosives Licensing Center (FELC)
44 Needy Road
lartinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

hange of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a ew location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the usiness or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the mainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license r permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

ight of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials usiness or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse f child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for enefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or ermit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to arry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **SKYLIGHTERS OF NEW YORK LLC**

Business Name:

License/Permit Number: **6-NY-029-51-4C-01005**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **March 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: wmsvl north fireworks (RES-2022-851 : Fireworks Permit - Williamsville North High School)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 383857391
SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK NY 14127

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
SKYLIGHTERS OF NEW YORK LLC PO BOX 1357 ORCHARD PARK NY 14127	

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2174 989-0	344209	12/07/2021 TO 12/07/2022	1/14/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2174 989-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 199963803

U-26.3

Attachment: wmsvl north fireworks (RES-2022-851 : Fireworks Permit - Williamsville North High School)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) SKYLIGHTERS OF NEW YORK LLC PO BOX 1357 ORCHARD PARK, NY 14127 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (716) 903-3291 1c. Federal Employer Identification Number of Insured or Social Security Number 383857391
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 6128 06 - 1 3c. Policy effective period 12/02/2021 to 12/02/2022

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 5/24/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 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, DB 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)

Certificate Number 689303

Attachment: wmsvl north fireworks (RES-2022-851 : Fireworks Permit - Williamsville North High School)

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
08/29/2022	**08/29/2022**	**09/29/2022**	**FP-2022-0087**

APPLICANT	ADDRESS	PHONE NUMBER
SKYLIGHTERS OF WNY	**3362 BAKER RD.. ORCHARD PARK**	**716-903-3291**

LOCATION OF ACTIVITY: - 1595 Hopkins Rd, Amherst, NY

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST. AND FOR THE KEEPING, STORAGE, OCCUPANCY, USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks for homecomming
Thursday, September 29, 2022 at approx 9 PM
must comply with NFPA and the IFC
1 inch max shell size (70 foot of clearance)
Fire extinguishers required
the Town Board shall set a time that the fireworks must conclude

approved shooters are Nick Leo ans Mark Mongeon

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S):

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
By W. [illegible]	**08/29/2022**	**100.00**

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT: I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE.

[signature] Signature — Owner Title

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: wmsvl north fireworks (RES-2022-851 : Fireworks Permit - Williamsville North High School)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26344 **RESOLUTION 2022-852** **ADOPTED**

2022 Mileage Rate Increase

The IRS announced an increase in the optional standard mileage rate of $.04 to $0.625 from $0.585 per mile, Announcement 2022-13. Please set $0.625 per mile as the Town's mileage rate through 12/31/2022.

9/6/2022
Consent

FINANCIAL IMPACT:

Funding in various departments budgets.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26369 **RESOLUTION 2022-853** **ADOPTED**

Budget Transfers and Amendments

For September 6, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 8/31/2022
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:***
KP2104.4972 Construction Expense $5,888.64	KP2104.4971 Design Expense $5,888.64
To transfer funds for Amherst Gateway Park capital project.	
A1990.4000 General Fund Contingency $405.00	A8020.9000 Interfund Transfers $405.00
To transfer funds from General Fund Contingency into Planning Interfund Transfers for a transfer into T3072.05031 Historic Preservation Interfund Transfers for damage to Smallwood Drive Historic Entranceway for amount over insurance reimbursements.	

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
KP1829.03098 NYSERDA $2,750.00	KP1829.4972 Construction Expense $2,750.00
To amended budget for KP1829 Renewable Energy Town Buildings for NYSERDA Rebate Increase.	
N2150.02785 Tonawanda HOME- PI $4,500.00 N2153.02785 Tonawanda Admin- PI 500.00	N2150.4000 Contractual $4,500.00 N2153.4003 Admin $500.00
To recognize Community Development program income from 533 Montrose, Tonawanda.	
N2144.02785 Cheektowaga Rehab - PI $34,474.50 N2149.02785 Cheektowaga Home Admin - PI $3,830.50	N2144.4000 Contractual $34,474.50 N2149.4003 10% Admin $3,830.50
To recognize Community Development program income from 1473 Harlem Rd., Cheektowaga.	

9/6/2022
Consent

FINANCIAL IMPACT:

See descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26269 **RESOLUTION 2022-854** **ROLL CALL VOTE (ADOPTED)**

Award Bid #2022022 - Tree Treatment Products - CRS #3544

WHEREAS, the Contract Compliance and Administration Department received bids on August 11, 2022 for Bid #2022022 Tree Treatment Products; and

WHEREAS, the bid process resulted in responses from one (1) vendor, as per the attached bid tabulation form;

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with SiteOne Landscape Supply.

9/6/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

Bid #2022022 Tree Treatment Products

		Low Bidder				
			Vendor Name:	Site One		
Item #	QTY	U/M		Unit Price	Packaging Info.	Total Price
1	106	040-4130	ArborJet TREE-age R10 Insecticide, 1 pint (RUP)	$495.00	1 pint	$52,470.00
2	126	040-4120	ArborJet TREE-age G-4 Injectable Insecticide, 1 quart	$419.00	1 quart	$52,794.00
3	10	030-2030	Arborjet CLEAN-jet All-Purpose Cleaner, 1 liter	$13.30	1 liter	$133.00
4	220	070-0156	ArborJet #4 Arborplugs, 3/8 inch, 100/Package	$41.95	100/pkg.	$9,229.00
5	20	070-0150	ArborJet #3 Arborplugs, 9/32 inch, 100/Package (QGCY)	$41.95	100/pkg.	$839.00
6	3	010-4022	ArborJet Hydraulic O-Ring Kit	$19.00	kit	$57.00
7	3	070-0120	ArborJet Arborplug Setter, 2-Pack	$33.25	2-pack	$99.75
8	10	070-0515	ArborJet Deluxe Viper Needle, 2-Pack	$89.10	2-pack	$891.00
9	10	070-0665	ArborJet Deluxe #4 Drill Bit, 3/8 inch, 2-Pack	$20.90	2-pack	$209.00
10	3	975-00165	ArborJet Arborist Tree Diameter Tape, 3/8” x 12’	$23.40	12 ft.	$70.20
11	15	PEST56YBK125	New York Posting Sign w/o Stick, 500/box	$50.95	500/box	$764.25
12	15	SLIMJIMSTAKE	20 in. Stake, Slim Jim, 500/Box	$39.00	500/box	$585.00

Attachment: Bid Tab 2022022 Tree Treatment Products (RES-2022-854 : Award Bid #2022022 - Tree

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26295 **RESOLUTION 2022-855** **ADOPTED**

Amendment to Bid Award for Bid #2022018 Heavy Duty Equipment Parts - CRS #3517 & #3518

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2022018 for Heavy Duty Equipment Parts and Service at the July 25, 2022 Town Board meeting, Resolution #2022-730; and

WHEREAS, Bid Item #1 for Hyundai Parts - All Models and Engines was originally awarded to Tracey Road Equipment at a discounted price off Manufacturers' List Price of 25%; and

WHEREAS, a letter dated August 12, 2022 (attached) was received from Tracey Road Equipment withdrawing their bid for Bid Item #1 for Hyundai Parts;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department re-assign Bid Item #1 from Tracey Road Equipment to George & Swede as per the amended bid tabulation form.

9/6/2022
Consent

FINANCIAL IMPACT:

Town Wide; Various; Amount TBD

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

TRACEY ROAD

Syracuse (HQ)
6803 Manlius Center Rd
East Syracuse, NY 13057
(315) 437-1471
Fax (315) 437-4041

Albany
115 Railroad Ave
Albany, NY 12205
(518) 438-1100
Fax (518) 438-4430

Binghamton
1523 Route 11 North
Kirkwood, NY 13795
(607) 775-5010
Fax (607) 775-5104

Queensbury
280 Corinth Rd
Queensbury, NY 12804
(518) 793-9688
Fax (518) 793-1929

Rochester
300 Middle Rd
Henrietta, NY 14467
(585) 334-5120
Fax (585) 334-5127

Utica
9598 River Rd
Marcy, NY 13403
(315) 765-8746
Fax (315) 266-1279

Watertown
19598 Cady Rd
Adams Center, NY 13606
(315) 788-0200
Fax (315) 788-3227

Town of Amherst

Purchasing Department

Amherst Municipal Building

5583 Main Street

Williamsville, NY 14221

August 12, 2022

Dear Karen,

Regarding Bid # 2022018, Hyundai has informed us we are in violation of our dealership agreement – by offering parts and service outside of our assigned dealer territory.

We must withdraw our bid for Hyundai parts and service.

Sincerely,

Kevin Williamson,

General Parts Manager

Attachment: Ltr from Tracey Road Equipment (RES-2022-855 : Amendment to Bid Award for Bid #2022018 Heavy Duty Equipment Parts - CRS

Bid #2022018 - Heavy Duty Equipment Parts					
	Low Bid	Tracey Road Equipment	George & Swede	Fleet Maintenance	D & W Diesel
Item No.	CATALOG NO/DESCRIPTION	Discount off Manufacturers' List	Discount off Manufacturers' List	Discount off Manufacturers' List	Discount off Manufacturers' List
1	Hyundai Parts – All Models and Engines	25%	6%		
2	Superior Broom Parts – All Models and Engines	NO BID	NO BID		
3	Laymor Street Sweeper Parts – All Models and Engines	NO BID	6%		
4	Kubota Parts - All Models and Engienes	NO BID	NO BID		
5	TYMCO Sweeper Parts – All Models and Engines	NO BID	NO BID		
6	John Deere Parts – All Models and Engines	NO BID	NO BID		
7	Freightliner Parts – All Models and Engines	25%	NO BID	35%	
8	Caterpillar Parts – All models and Engines	NO BID	NO BID	15%	
9	VAC-CON Parts – All Models and Engines	NO BID	NO BID		
10	Gradall Parts – All Models and Engines	NO BID	NO BID		
11	Ingersoll Rand Parts – All Models and Engines	NO BID	NO BID		
12	Allison Transmission Parts	NO BID	NO BID	20%	
13	Detroit Engine Parts	25%	NO BID	20%	
14A	LABOR COST PER HOUR FOR SERVICE - SHOP		$120.00	$160.00	$110.00
14B	LABOR COST PER HOUR FOR SERVICE – ON ROAD		$120/Hr plus $4.50 per mile for mileage	$185.00	
NOTES:					
Tracey Road Equipment - Item #1 has been re-assigned to George & Swede after Tracey Road submitted a letter stating that Hyundai informed them that they were in violation of their dealership agreement by offering sales and service outside of assigned territory.					
Fleet Maintenance - Added a line for Cummins Engine Parts - 20% off List.					
Fleet Maintenance - References Contract #219055-004 Cost + 20%. Believe they meant to reference Erie County Contract #222028-004 for Trucks & Heavy Equipment Parts & Repairs					
D & W Diesel noted Erie County Contract 222028-004 - Parts are billed at 30% over cost.= See CRS/CMS ID #3391/3198					

Attachment: Bid Analysis 2022018 Heavy Duty Equipment Parts (RES-2022-855 : Amendment to Bid Award for Bid #2022018 Heavy Duty

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26336 **RESOLUTION 2022-856** **ADOPTED**

Award Bid #2022023 - Calcium Nitrate Solution - CRS #3555

WHEREAS, bids were received on August 11, 2022 for Bid #2022023 Calcium Nitrate Solution; and

WHEREAS, one (1) bid was received as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to PVS-CDI Chemicals, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with PVS-CDI Chemicals Inc.

9/6/2022
Consent

FINANCIAL IMPACT:

G9916-4800; Amount TBD

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

	= Low Bidder						
Bid #2022023 Calcium Nitrate			Vendor Name:	PVS-CDI Chemicals Inc.		Slack Chemical Co.	
Item #	Quantity	U/M					
				Unit Price	Total Price	Unit Price	Total Price
1	9000	GAL	Calcium Nitrate Solution **6-month contract**	$3.39	$30,510.00	NB	NB
1A	18000	GAL	Calcium Nitrate Solution **12-month contract**		NB	NB	NB
1B	36000		Calcium Nitrate Solution **24-month contract**		NB	NB	NB

NOTES:

Slack Chemical submitted a bid packet with No Bid for all items.

Attachment: Bid Tab 2022023 Calcium Nitrate (RES-2022-856 : Award Bid #2022023 - Calcium Nitrate

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26345 **RESOLUTION 2022-857** **ADOPTED**

Extension of Garbage and Recycling Totes & Parts Contract - CRS #3560 (Original CRS/CMS #1212/1601)

WHEREAS, Cascade Engineering has agreed to extend their contract for Garbage and Recycling Totes and Parts (Bid #2018043); and

WHEREAS, rates have been negotiated based on resin prices, as per the original contract, and as stated in the Contract Extension (attached); and

WHEREAS, the contract allows for a three-year extension, but a one-year extension was agreed upon by both the Town and Vendor due to current market volatility;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Cascade Engineering for the period March 26, 2022 thru March 25, 2023; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the one-year contract extension with Cascade Engineering, Inc.; and

BE IT FURTHER RESOLVED, approval is subject to successful completion of the Contract Routing System, due to the need for the Refuse Dept. to order totes as soon as possible.

9/6/2022
Consent

FINANCIAL IMPACT:

C8161-4531; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

CONTRACT EXTENSION

Cascade Engineering, Inc. agrees to extend the current contract with the Town of Amherst for Garbage and Recycling Totes and Parts (Bid #2018043; CRS/CMS #1212/1601) at the following prices:

96 Gallon Tote Price:	$54.22
64 Gallon Tote Price:	$46.27
35 Gallon Tote Price:	$39.33

This contract will be extended for a one-year term from March 26, 2022 to March 25, 2023.

SIGNED:

Vendor Scott Downer
Director, Sales - Cascade Cart Solutions

DATED August 29, 2022

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: Renewal Letter (CE Signed) - Amherst, NY 08-22 (RES-2022-857 : Extension of Garbage and Recycling Totes & Parts Contract -

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26376 **RESOLUTION 2022-858** **ADOPTED**

2022-2027 CIP Amendment CIP Project No. E-42; Frankhauser Guide Rail Relocation

It was identified by the Director of Finance that the funding source for the above referenced CIP project was incorrectly identified in the 2022-2027 CIP. As such, the Engineering Department is recommending amendment of the 2022-2027 CIP by changing the funding source from General Account (LA) to Highway District Bond (LD) for project number E-42 .

CIP No.	Project Description	2022 Bond Allocations	Amend To
E-42	Frankhauser Guide Rail Relocation	$ 30,000 LA	$ 30,000 LD
	Total	**$ 30,000**	**$ 30,000**

LA: General Fund Bond; LD: Highway District Bond;

Please approve this amendment to the 2022-2027 CIP and assign the funding identified above. The request is budget neutral.

9/6/2022
Consent

FINANCIAL IMPACT:

budget neutral

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26374 **RESOLUTION 2022-859** **ADOPTED**

Gateway Park No-Cost Time Extension Change Order No. 1 Nova Site Company, LLC CRS No. 3565

We are requesting that the Town Board consider approval of the above referenced Change Order No 1 which calls for a contract time extension through December 15, 2022 for the Gateway Park project. Supply shortages delayed the acquisition of the pergola structure from the fabricator resulting in overall construction delays.

This request is contingent on successful completion of the contract review process. Thank you for considering this request.

9/6/2022
Consent

FINANCIAL IMPACT:

N/A

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

Site Company, LLC
novasiteco.com

6 Lena Court – West Seneca, NY 14224 | Phone – (716) 677-0435 Fax – (716) 677-0451

August 30, 2022

Town of Amherst Engineering Department
5583 Main Street
Williamsville, NY 14221

Attn: Jessica Boudreau, PE

Re: Gateway Park
Contract Time Extension

Dear Jessica,

As you are well aware, MRC is unable to meet the 6-8 week delivery time frame they promised in June. In fact, we still do not have a delivery date scheduled. For this reason, Nova Site Company, LLC is requesting a time extension to December 15, 2022.

Please advise us if the Town of Amherst will grant this extension.

Sincerely,

Tom Sherk

Tom Sherk, Project Manager

Cc: Alesia Zagarrio
Gino Zagarrio
CJ Nedescu
Cory Krol

Attachment: NOVA- Time Extension request 08.30.22 (RES-2022-859 : Gateway Park No-Cost Time Extension Change Order No. 1)

Change Order

PROJECT: *(Name, address and Project File No.)*
Gateway Park
Town of Amherst Job No. 2020.031

CHANGE ORDER NUMBER: 1
DATE: 08/30/2022

TO CONTRACTOR: *(Name and address)*
NOVA Site Company, LLC
6 Lena Court
West Seneca, NY 14224

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

Extend contract substantial completion for 105 more days (December 15, 2022). Supply shortages delayed the acquisition of the pergola.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was	$	$ 523,552.00
The net change by previously authorized Change Orders	$	$ 0
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was	$	$ 523,552.00
The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be ~~(increased)~~ ~~(decreased)~~ **(unchanged)** by this Change Order in the amount of	$	$ 0.00
The new (Contract Sum) ~~(Guaranteed Maximum Price)~~ including this Change Order will be	$	$ 523,552.00
The Contract Time will be **(increased)** ~~(decreased)~~ ~~(unchanged)~~ by **(105) days**		
The date of Substantial Completion as of the date of this Change Order therefore is		December 15, 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.

N/A	Nova Site Company, LLC	Town of Amherst
ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER
N/A	6 Lena Court	5583 Main St.
ADDRESS	West Seneca, NY 14224 ADDRESS	Williamsville, NY 14221 ADDRESS
N/A		
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
	Tom Sherk	Brian J. Kulpa
(*Typed name*)	(*Typed name*)	(*Typed name*)
DATE	DATE	DATE

Attachment: No cost time extension Change Order 1- Gateway Park- NOVA_8-30-2022 (RES-2022-859 : Gateway Park No-Cost Time Extension

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26377 **RESOLUTION 2022-860** **ADOPTED**

Gorman Rupp Pump Parts - Siewert Equipment CRS No. 3557

The Engineering Department WPCF is seeking approval to order pump parts to repair Gorman Rupp Pumps within the plant and at lift stations. Gorman Rupp original equipment manufactured parts are available through a "Sole Source" provider, which is Siewert Equipment, LLC.

As such, the WPCF is requesting the Town Board to authorize the Supervisor to sign an agreement to procure the required parts listed on the attached Siewert Equipment quote QTRoch03810, dated 8/24/2022 at a cost of $39,967.16 plus freight.

The WPCF also requests a waiver from insurance requirements, as Siewert Equipment will utilize a third party delivery service.

This contract has successfully completed the contract review process.

Funds will be available in KP2026-2600 & G9916-2600

Thank you for considering this request.

9/6/2022
Consent

FINANCIAL IMPACT:

$39,967.16 plus freight; KP2026-2600 & G9916-2600

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

AGREEMENT

Let this document stand as an Agreement between Siewert Equipment, LLC and the Town of Amherst permitting the Town of Amherst to purchase the Gorman Rupp pump parts listed on Siewert Quotation QTRoch03810, dated 8/24/2022. The term of this contract will be from date of Town Board approval by the Town of Amherst through December 31, 2022.

Agreed to and Accepted by:

Siewert Equipment, LLC.

By: _____
Signature

Brian Ellsworth
Printed name

Parts Manager
Title

Date: 8-25-22

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Siewert Agreement (RES-2022-860 : Gorman Rupp Pump Parts - Siewert Equipment)

GORMAN-RUPP PUMPS

January 1, 2022

To: Whom It May Concern

Subject: Distributor for Municipal Engineered Systems Water and Wastewater Market

The Gorman-Rupp Company is a world leader in the production of pumps and engineered equipment for diversified markets. Our marketing strategy has been to establish a network of factory authorized distributorships trained to apply equipment unique to specific hydraulic applications. Some examples of these are construction, petroleum, industrial, water and wastewater. Our distributors are specialists and very knowledgeable within their defined market area and dedicated to helping you select and maintain the proper equipment for your application.

Please be advised Siewert Equipment is the sole authorized distributor for Municipal Water and Wastewater Pumps, Lift Stations and parts for the territory defined below:

New York: The following counties in the State of New York: Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saint Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, and Yates.

Siewert Equipment is responsible for supplying all Gorman-Rupp pumps and Gorman-Rupp parts used in municipal water and wastewater lift stations or treatment plants, including individual units installed in municipal collection systems.

Siewert Equipment
175 Akron Street
Rochester, NY 14609
Telephone: 585.482.9640

This letter is valid from this date forward until such time Gorman-Rupp identifies a new Municipal distributor for your location, if the need arises. All previous letters you may have been provided are superseded by this letter.

We thank you for your interest in Gorman-Rupp products and look forward to working with you in any upcoming projects.

Vincent Baldasare
Sales Manager – Engineered Systems

VB: dd

GORMAN-RUPP PUMPS

P.O. Box 1217 | Mansfield, Ohio 44901-1217 | Phone: 419-755-1011 | Fax: 419-755-1251 | grsales@gormanrupp.com | www.GRpumps.com

Attachment: Siewert Agreement (RES-2022-860 : Gorman Rupp Pump Parts - Siewert Equipment)

SIEWERT EQUIPMENT
A Division Of
CUMMINS-WAGNER
100% Employee Owned

QUOTATION

Quote No. QTRoch03810
Attention: Tom Dean
Order Date 08/24/2022

Siewert Equipment
175 Akron Street
Rochester NY 14609
United States

Phone: (585) 482-9640
FAX: (585) 482-4149

Ship To:
TOWN OF AMHERST WWTP#16
455 Tonawanda Creek Rd
Amherst NY 14228-1297
United States

Bill To:
TOWN OF AMHERST WWTP#16
455 Tonawanda Creek Rd
Amherst NY 14228-1297
United States

Customer	Quoted By	Sales Rep
201077 TOWN OF AMHERST WWTP#16	Brian Ellsworth	Craig Moore
Payment Terms	**Instructions**	**VIA**
Net 30		

Thank you, for allowing Siewert Equipment to provide you with the following information for your Gorman Rupp parts.

LN	Item	Description	Quantity	Unit Price	Ext. Price
1	44163-360	R ROT T4A60S-E20	1	4,992.44	4,992.44
2	44163-261	ROTATING ELEMENT T4A3SB	2	4,045.98	8,091.96
3	44163-263	ROTATING ELEMENT T6A3SB	4	5,279.47	21,117.88
4	25154-273	O-RING	6	18.56	111.36
5	25152-453	BACK COVER O-RING	6	19.18	115.08
6	S1674	O-RING	6	5.15	30.90
7	S1676	O-RING	6	10.91	65.46
8	S1471	SIGHT GAUGE	8	38.40	307.20
9	46411-062	FLAP VALVE ASSY	4	215.88	863.52
10	DM1004S 15991	CAPSCREW	8	3.21	25.68
11	42111-344	COVER PLATE ASSY	8	116.08	928.64
12	48313-779	CONVERSION KIT EPS2100	1	3,317.04	3,317.04

THIS IS NOT AN INVOICE
ADDITIONAL CHARGES MAY APPLY

Attachment: Siewert Agreement (RES-2022-860 : Gorman Rupp Pump Parts - Siewert Equipment)

SUBTOTAL	39,967.16
TAX	0.00
SHIPPING	0.00
ORDER TOTAL	39,967.16

The prices are firm for 30 days from the date of this quotation. Standard Credit Terms are Net 30 days from date of invoice with approved credit. Invoices not paid within this period are subject to a 1½ % monthly service charge. Freight terms are F.O.B. Factory, Prepay and Add. Does not include any applicable local or state taxes. Order is subjected to a 4% processing fee if paying via credit card.

Quoted prices are subject to change based on market conditions until a PO is accepted.
Cummins-Wagner terms and conditions applicable to this document are found on our website at www.cummins-wagner.com

Attachment: Siewert Agreement (RES-2022-860 : Gorman Rupp Pump Parts - Siewert Equipment)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26378 **RESOLUTION 2022-861** **ADOPTED**

Emergency Purchase - WPCF O2 Valve Replacements RM Headlee Company & Hohl Industrial Services CRS No. 3564

The Engineering Department, WPCF division, is currently contracted with David Martin of Mohawk Cryo LLC., to oversee the safe and efficient operation of our oxygen generating plant. Upon receiving correspondence from Dave Martin that our 12" DeZurik reversing heat exchanger switching valves are failing and in need of immediate replacement, we researched how best to replace these valves in a timely manner. With the cost of DeZurik valves being $87,838.38, we were able to source high performance butterfly valves with a rack and pinion pneumatic double acting actuator that will provide the same functionality. These alternative valves will cost $45,275.00 (plus actual freight). At this time, we are asking the Town Board to approve the following Emergency Purchases:

1. R.M. Headlee Company, to supply the valves needed as per their attached quote RMHQ31371, totaling $45,275.00 plus actual freight.

2. Hohl Industrial Services, to perform the removal and installation of the referenced valves as per their attached proposal 81417 REV. 1, dated August 04, 2022, with an anticipated cost of $44,180.00.

   Funds for this request are available in KP2136-2150.

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

   Thank you for considering this request.

9/6/2022
Consent

FINANCIAL IMPACT:

KP2136-2150; $89,455.00 plus freight

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

Town of Amherst
Emergency Purchase Documentation Form

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

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

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

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

1. Date of Emergency Purchase: 8/25/2022
2. Date you received approval from the Supervisor: 8-11-2022 × SEE ATTACHED E-MAIL /WTD
3. Date of Town Board work session where Board is notified: ~~8-22-2022~~ 9-6-2022 WTD
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary):
   LABOR - HOHL PROPOSAL 814717 $ 44,180.00
   VALVES - RM HEADLEE QUOTE 31371 $ ~~33,464.00~~ FATIGUE
   ~~$ 77,644.00 - TOTAL~~ 45,275.00 /WTD
   EST REPAIR TOTAL 89,455.00
5. Is there adequate funding in your current operating budget to cover this purchase? Identify budget Org/Object: _____
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: FAILURE OF VALVES IN OUR OXYGEN GENERATING PLANT
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so: RECIEVED 2 QUOTES FOR VALVES - OEM PRAXAIR CAME IN AT 87,835, RM HEADLEE OFFERED AN ALTERNATE @ 33,464.00
8. Department Head Signature: _____ Date:

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

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

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

Dean, Tom

From: Kulpa, Brian J.
Sent: Thursday, August 11, 2022 12:14 PM
To: Dean, Tom; Taggart, Martha
Cc: Burroughs, Jeffrey; Juul, Lynda; Sliwa, Stanley J.
Subject: Re: WPCF Emergency Purchase Request

I am not in to sign, but can approve them.

Get Outlook for Android

From: Dean, Tom <TDean@amherst.ny.us>
Sent: Thursday, August 11, 2022, 11:53 AM
To: Kulpa, Brian J. <bkulpa@amherst.ny.us>; Taggart, Martha <mtaggart@amherst.ny.us>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>; Juul, Lynda <ljuul@amherst.ny.us>; Sliwa, Stanley J. <ssliwa@amherst.ny.us>
Subject: WPCF Emergency Purchase Request

Supervisor Kulpa,

Please review the attached emergency purchase request and if you approve, please sign page 1 & 5 and return to me. The reason for this request is because we have (4) valves failing in our oxygen generation plant, please see the comments below form Dave Martin of Mohawk Cryo, the person contracted to oversee the safe and efficient operation of our oxygen generating plant.

Jerry.

After discussing the deteriorating performance of the cryo plant recently with plant personnel I felt the need to update my June 24th email regarding the condition of the four 12" DeZurik Reversing Heat Exchanger Switching Valves that are critical to cryo plant operation.

A failure of even one of these switching valves would cause the cryo plant to be inoperable for possibly several weeks due to long lead times required for parts to repair, these switching valves are 40 years old so rebuilding would be more expensive than replacing with new, the cost of importing liquid oxygen while waiting on parts would be expensive.

Just using the 40 ton per day cryo plant oxygen gas production capacity (equivalent 8400 gallons of LOX) for example would require just short of two loads of liquid oxygen deliveries per day (one LOX trailer holds about 4,780 gallons of LOX) to supply the UNOX System, not sure what price your LOX deliveries would cost but $4,000 per load is typical or ~ $7,000 per day.
If ordering LOX deliveries on short notice the price per load would be much higher, that's even if you can get them.

Even a 14 day outage would cost $98,000, these assumptions don't factor in any existing LOX storage.
In my experience getting the required DeZurik rebuild parts in 14 days is not practicable so these LOX import costs would be low.

My recommendation is that the Town of Amherst replace these four DeZurik valves ASAP to avoid potential high unplanned LOX delivery expense if an unexpected cryo plant outage due to a DeZurik valve failure were to occur.

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

- Dave Martin

David Martin, Managing Member
dmartin@mohawkcryo.com
Direct (716) 998-7928, Fax (716) 524-6769
Mohawk Cryo LLC 1337 101st St Niagara Falls, NY 14304

Respecfully Submitted,

Tom

Tom Dean
General Crew Chief - Purchasing
Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst, NY 14228
716.691.9771 ext. 8041
tdean@amherst.ny.us

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

TOWN OF AMHERST

VOUCHER

PO NO: 22210480

Date: 08/25/2022

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
KP 2136	2150	$ 45,275.00
	TOTAL	$ 45,275.00

Supplier: 003183

R.M. Headlee
3649 CALIFORNIA ROAD
ORCHARD PARK, NY, 14127
CRS # 2892 RES-2021-838 TBA 9/27/21

ENCUMBRANCE

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	QUOTE # RMHQ-31371 - O2 PLANT VALVES	$ 45,275.00	$ 45,275.00
		TOTAL	$ 45,275.00

Due Date: _____ **Invoices:** **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____
Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION 8/25/2022 dmt 8/26
Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____
Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____
Date **Authorized Official**

Audited by: _____ **Contract: EMERGENCY PURCHAS** **Bids Received Y / N**

Date: _____ **TB Res. No: 2021-838** **Town Board Approval Y / N**

TB Res. Date: 9/27/21

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

R.M. HEADLEE
VALVES AND CONTROLS

Quote

 # RMHQ-31371

R. M. Headlee Company, Inc.
3649 California Rd
Orchard Park New York 14127
www.rmheadlee.com

RECEIVED AUG 25 2022

Estimate Date :	24 Aug 2022
Valid Through :	26 Aug 2022
Reference# :	Oxygen Plant
Sales person :	Gary Beckett
Freight :	Not Included
Shipping Terms :	PP/Add
Delivery :	3-4 WEEKS

For
Amherst WWTP
Jerome Suszynski
455 Tonawanda Creek
Amherst, NY 14228

#	Item & Description	Qty	Price	Amount
1	Size 12" ANSI 150# Lug style High Performance Butterfly Valves manufactured by A-T Controls. Mounted to the valves will be a rack and pinion pneumatic double acting actuator also made by A-T Controls. All adaption, 4-way solenoid with 120VAC input signal for open / close valve cycle, 1/2" Actuator Port Modification for Quick Stroke Speeds, Nema 3, 3S,4,4X,6,6P,7&9, (2) SPDT mechanical limit switches NEMA 4, 4X,7&9 mounted. Valve is an A-T HPBFV, P1S series, CF8M Body, G2TFE Seat, CF8M Disc, PTFE Composite stem bearing, 17-4 PH stem, Type P packing. Stem is full length from upper bearing thru disc to lower bearing full high cycle PSA requirements. Actuator sizing is based on infrequent 45 psig site pressure but normal site pressure of 65 psig pressure. Stroke speed shall be 1 seconds in one direction, every 10 min's. Oxygen Cleaned, Extra Quantity to be used as a spare	5.00	9,055.00	45,275.00
2	RM Headlee Service to be on site for installation and commissioning of valves with contractor. Included in price of valves	1.00	0.00	0.00
			Sub Total	45,275.00
			Total	**$45,275.00**

Terms & Conditions

*RM Headlee Terms & Conditions BELOW Apply to all orders & quotations.
*Terms: 100% Net 30 days. Liquidated damages and/or retention are not allowed.
*Deliveries quoted are subject to prior sale.
*If MTR's are required, please request at time of quotation.
*All commissioning or in-field service costs will be quoted separately on a job-by-job basis.
*Should quote become an order, please reference quote number on PO.
*Pricing in this quote is based on duties / tariffs imposed as of the date of this quotation. Duties / tariffs are subject to

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

increase or decrease based on the date of shipment and will be billed or credited to your account accordingly.
*Due to a global supply chain disruption from COVID-19, all lead times are estimated and subject to change. R.M. Headlee cannot be held liable for inaccurate delivery dates during this period.

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

TOWN OF AMHERST

VOUCHER

PO NO: 22210512

Date: 08/25/2022

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
KP 2136	2150	$ 44,180.00
	TOTAL	$ 44,180.00

Supplier: 007712

HOHL INDUSTRIAL SERVICES, INC.
770 RIVERVIEW BLVD
TONAWANDA, NY 14150-1290
RES-2019-1042 TBA 9/16/19

ENCUMBRANCE

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	AS PER ATTACHED PROPOSAL 81417 REV. 1	$ 44,180.00	$ 44,180.00
		TOTAL	$ 44,180.00

Due Date: _____ **Invoices:** **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION 8/25/2022 sent 8/26

Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____
Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____
Date **Authorized Official**

Audited by: _____ **Contract: RES-2019-1042 TBA 9/1** **Bids Received Y / N**

Date: _____ **TB Res. No: 2019-1042** **Town Board Approval Y / N**

TB Res. Date: 9/16/19

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

HOHL INDUSTRIAL

Contract Proposal

770 Riverview Boulevard
Tonawanda, NY 14150
(716) 332-0466
(716) 332-0467 fax
www.hohlind.com

Date: **August 4, 2022**

To: **Town of Amherst**

Attn: **Jerry Suszynski** jsuszynski@amherst.ny.us
CC: **Mike Poslinski** mposlinski@amherst.ny.us

Proposal: 81417 **Rev. 1**

Project Name: Valve Replacement

In accordance with the specifications and condition set forth herein, Contractor proposes to provide all necessary Labor, Equipment, Supervision and specifically identified Materials to perform the following items of work:

Scope of Work:

Valve replacement. Hohl to provide (4) 12" spools with gasket and hardware.

Notes and/or Clarifications:

Proposal is based on the following:

1. Straight time only.
2. Normal hours are Monday –Friday 7:00am to 3:30pm and considered normal straight time shift. All overtime is time and one-half with the exception being Sunday and holidays, which is double time.
3. Taxes are excluded in this proposal. If this project is tax exempt, please supply the proper documentation, otherwise taxes will be added to the amount when invoiced.
4. We assume clear and free uninterrupted access to the jobsite.
5. Bonding, permits, or special insurances for this work are excluded.
6. Field painting for this work is excluded. Field touch ups by others.
7. Lead abatement, asbestos abatement, and hazardous material removals are excluded.
8. Owner to provide all required site utilities for Hohl Industrial's work.
9. All draining and removal of fluids is excluded and performed by others.
10. All lubrication is excluded and performed by others.
11. All utility disconnects/reconnects are excluded and performed by others.
12. All site restoration is excluded and performed by others.

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

13. Repairs to concrete, asphalt, flooring, and coatings is excluded and performed by others.

14. Any and all delays brought upon by the owner not being prepared for the work /project to start may warrant additional charges.

15. Performance of work is subject to equipment availability.

16. We included __0__ hours for start-up, debug and or commissioning. This work is defined as all work from power on stage forward.

17. The lump sum price and delivery quoted are based upon conditions as of 08/04/2022.
Due to extreme market volatility in structural steel pricing and availability caused by supply chain issues beyond our control, this proposal is subject to escalation and will be requoted at time of award. Final pricing and delivery will be costed at the time fabricator is authorized to purchase material. Shop drawing approvals delaying material purchase could result in additional escalation.
Where delivery is delayed, through no fault of fabricator, as a result of the shortage or unavailability of materials, fabricator shall not be liable for any additional costs or damages associated with such delay(s).

18. It is assumed that safe crane access is available or will be provided. The ground must be sufficiently firm for loads imparted by crane outriggers. The owner, or general contractor accepting Hohl's proposal is the controlling entity of the site conditions as defined by OSHA 1926.1402.

19. Inclement weather shall be defined as any weather condition, current or forecasted, that may affect the safety, quality or schedule of the work as determined solely by the Contractor. If the Contractor determines that weather conditions are inclement, the work may be postponed or deferred at the expense of the Customer. The Contractor assumes no liability whatsoever for damage or loss resulting directly or indirectly from inclement weather conditions including, but not limited to the following: wind; rain; lightning; snow; hail; sleet; ice; high or low temperatures; high or low moisture or humidity.

20. To reflect the current cost of fuel, a fuel surcharge may be added to our hauling services. The current fuel surcharge rate is 20% and may vary with market conditions.

Price.....$44,180.00

Scheduled Delivery:	As per Owner's Schedule
Payment Terms:	Net Thirty (30) Days
Validity:	Thirty (30) Days

Any resulting purchase order, agreement, or related correspondence shall reference the above Proposal & Revision number.

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

This proposal is made subject to the contractor's "**Standard Terms and Conditions – Erection Rev 1106**". Thank you for the opportunity to provide this quotation. Please sign and return a copy of this proposal for our records.

HOHL INDUSTRIAL SERVICES, INC.

By: Shawn Doyle
Shawn Doyle
Title: Project Manager

Date: August 4, 2022

PURCHASER'S ACCEPTANCE

By: _____

Title: _____

Date: _____

Approved at Tonawanda, NY, this _____ day of _____, 20___

Hohl Industrial Services, Inc., by _____
Executive Officer of Contractor

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

STANDARD TERMS AND CONDITIONS – ERECTION REV 1106

1. **Work Site and Services**

a. *Time & Overtime*: Unless expressly specified otherwise in the Proposal, all Services described in the Proposal (the "**Services**") shall be performed on a straight time basis, on the straight time rates and terms set forth in the Proposal.

b. *Access to Work Site*: Purchaser shall ensure that Contractor has free and clear access to the work site. Any cost(s) incurred by Contractor by reason of its lack of access to the work site or by limited or obstructed access, for any reason, shall be reimbursed by Purchaser, and Contractor shall not be responsible for any other costs, losses, nonperformance or delays arising out of any such complete or partial lack of access to the work site.

c. *Work Site Preparation and Storage*: Purchaser shall: (i) clear the work site of erection and maintain the same free from water, debris, and all other obstructions, (ii) make all required alterations in building, (iii) remove all pipes, conduit, machinery, fixtures or any other obstruction which will interfere in any manner with the installation of the equipment covered in this Agreement at the location for installation as shown by any plans, and (iv) cut all necessary holes in the walls, floors, roofing, etc., and repair the same after completion when necessary. In case the above described preparation of the work site has not been performed at the time of the arrival of the Contractor's erection crew to perform the Services, Contractor shall be authorized to perform all such preparation at Purchaser's expense, and no further authority other than given in this Agreement for such work shall be required.

d. *Utilities, Etc.*: Purchaser shall provide sufficient amounts of electric power, lighting, heat, compressed air, or water as is required by Contractor for the Services, including local hookups.

e. *Waiver of Damage*: Contractor shall not be responsible for cracking or damage to floors, driveways, parking areas and walkways by Contractor's equipment.

2. **Permits:** Purchaser shall be responsible for the costs of all permits necessary for the performance of the Services. Unless covered under a general permit otherwise obtained by Purchaser, Contractor shall obtain such permits as are necessary to allow Contractor to perform the Services. Contractor's proposal includes the cost of those permits Contractor typically obtains for work of this type. Any costs to obtain any additional permits will be separately charged to Purchaser. Nothing contained herein shall require Contractor to obtain any permit having a scope, or covering portions of Purchaser's project, other than the Services provided by Contractor.

3. **Schedule for Completion:** Any schedule provided by Contractor with respect to the Services shall be planned from the last to occur of: (i) the effective date of this Agreement, (ii) Contractor's receipt of all information necessary to perform and finish the Services, including without limitation any Purchaser Documents (defined in Section 11) and any permits required under applicable law, and (iii) any approval of applicable drawings by Purchaser.

4. **Warranty:** Contractor warrants workmanship for a period of one (1) year from the date of original installation, provided that Purchaser shall notify Contractor in writing of any alleged defect within three (3) business days of becoming aware of such alleged defect. Contractor shall have reasonable time to investigate any alleged defects and repair any defective work as deemed necessary by the Contractor in its reasonable discretion. This warranty will not be available and is not applicable if: (i) any work was performed by a third party to remedy any claimed defect, or (ii) any alleged defect is due to improper or insufficient maintenance by Purchaser or otherwise due to any negligent or intentional act or omission of Purchaser. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, CONTRACTOR MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES OR OTHER WORK PERFORMED OR MATERIALS SUPPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR USE.** This Section 4 sets forth Purchaser's sole and exclusive remedy for any breach of this warranty. Contractor makes no representation, warranty or guaranty with respect to any materials manufactured by a third party, and any such materials carry only the manufacturer's warranty, if any.

5. **Limitation on Liability: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL CONTRACTOR BE LIABLE, FOR ANY REASON WHATSOEVER, FOR: (I) ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE PRODUCT(S) OR THE SERVICES PROVIDED BY THE CONTRACTOR HEREUNDER; (II) ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM MATERIALS SUPPLIED HEREUNDER MANUFACTURED BY A THIRD PARTY; (III) SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS; OR (IV) ANY AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY PAID TO CONTRACTOR BY PURCHASER HEREUNDER.**

6. **Claims; Acceptance:** Subject to Section 4, claims for defective materials, shortages, delays or any other failures in shipment, delivery or installation or for any other cause shall be deemed waived and released, and all Services performed and materials provided hereunder shall be deemed accepted, unless made in writing with in five (5) business days after delivery or performance, as the case may be.

7. **Insurance:** Contractor carries such insurance coverage and limits as it deems reasonable for its business. If requested by Purchaser, Contractor shall use commercially reasonable efforts to obtain specific levels and types of coverage beyond Contractor's normal coverage. Any costs associated with obtaining such additional coverage shall be charged to Purchaser.

8. **Hazardous Materials:** Purchaser shall be solely responsible for any and all remediations, removals or protections required with regard to any toxic or hazardous substance whatsoever. Purchaser shall notify Contractor of any hazardous substance in regard to the Services (including the work site), prior to Contractor's mobilization on the work site. Purchaser agrees to indemnify Contractor for any and all damages, losses and costs sustained, including without limitation reasonable attorneys' fees, and to defend and hold it harmless from any and all claims, arising out of or in connection with any such hazardous materials. Purchaser shall provide Contractor with copies of all material safety data sheets for all hazardous substances upon request.

9. **Change Orders; Changes and Delays**

a. If at any time Purchaser desires to change or alter the scope of the Services (a "**Change**"), Purchaser shall submit a request for such Change(s) in writing, detailing with specificity the Change(s) requested. Contractor shall, within a reasonable period of time following its receipt of such request, submit in writing a summary of changes, including costs, schedule and other material items that would occur as a result of the Change(s) (a "**Change Response**"). If Purchaser agrees to such Change Response, it shall sign the Change Response and return to Contractor, upon which time the Change Response will be deemed to be incorporated herein. If Purchaser does not agree to the Change Response, or does not return an acceptance within the time specified in the Change Response (or if none is so specified, within ten (10) days of the date of such Change Response), it shall be deemed to be rejected, and this Agreement shall continue in full force and effect without the Change(s).

b. If the Contractor is delayed in any way in its performance of the Services due to any act or omission of Purchaser, other contractor(s) or vendors/suppliers of Purchaser, Purchaser shall reimburse Contractor for any and all costs of such delay including, without limitation, demobilization and remobilization costs, if applicable. In the event of a delay, Contractor may, but shall not be required to, remove equipment from the job site and reallocate such equipment to other work, and in such event, such equipment shall be redeployed to the work hereunder when reasonably practicable given Contractor's other work commitments. Contractor shall not be liable for any delay in redeployment.

c. In no event shall Contractor be liable or be deemed to be in breach of this Agreement for any delay or failure to fulfill its obligations hereunder to the extent that such delay or failure is a result of the acts or omissions of Purchaser, other contractors or vendors or suppliers of Purchaser.

10. **Confidential Information:** Any non-public information of a party hereto, including without limitation drawings, specifications, technical data, business methods and trade secrets are "**Confidential Information.**" A party receiving Confidential Information from the other party shall not disclose any such Confidential Information to any third party except to the extent required and contemplated under this Agreement, nor use such Confidential Information except to the extent required and contemplated under this Agreement. The restrictions on disclosure and use shall not apply to information that was in the receiving party's possession rightfully prior to its receipt from the disclosing party, that is independently developed by the receiving party without reference to the disclosing party's Confidential Information, that is in the public domain except by reason of a breach of this Section 10, or that is required to be disclosed pursuant to a valid order from a court or other government unit of competent jurisdiction. Confidential Information of each party remains each party's property, and no right, title or interest in such Confidential Information is granted herein. Confidential Information shall be returned upon the completion of the Services or upon the disclosing party's request. Any Confidential Information of Contractor accompanying this Agreement is not to be used for construction purposes.

11. **Reliance:** In the event that Purchaser supplies Contractor with any drawings, specifications, designs, schedules or other information with respect to Contractor's performance hereunder ("**Purchaser Documents**"), or that any work is performed by Purchaser or its other contractors or subcontractors ("**Purchaser Services**"), Contractor shall be entitled to rely upon such Purchaser Documents and the proper performance of any Purchaser Services in its performance hereunder. Purchaser shall provide Contractor with prior written notice of any changes or inaccuracies in any Purchaser Documents. Purchaser shall be responsible for any costs incurred by Contractor due to any changes or inaccuracies in any Purchaser Documents or any delays in providing Contractor any Purchaser Document, and Contractor shall not be liable for any delays or costs incurred by either party as a result of any such changes, inaccuracies or delays in providing any Purchaser Document.

12. **Force Majeure:** Contractor shall not be liable for any losses, damages, costs, detention, nonperformance or delays due to: (i) transportation issues outside of Contractor's exclusive and direct control, (ii) Contractor's inability to obtain any necessary materials for the performance of this Agreement, (iii) commercial impracticability not reasonably foreseen by Contractor, or (iii) any Act of God, fire, strike or other labor action, civil or military authority, insurrection, inability to use the full capacity of plants or facilities as a result of government action, machinery malfunction or breakdowns, its inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, without litigation or the payment of penalties or unreasonable prices or the acceptance or unreasonable terms and conditions, or any other cause beyond the Contractor's exclusive and direct control. Upon the occurrence of any such contingency, Contractor shall have the right to suspend or reduce Services and/or deliveries during the period of such contingency, and the total quantity (if applicable) deliverable under this Agreement shall, at Contractor's election, be reduced by the quantities so omitted.

13. **Governing Law:** This Agreement and its performance shall be governed by the laws of the state of Contractor's business address as listed on the Proposal. The parties hereto hereby submit to the exclusive jurisdiction of any state and federal court located in Erie County, New York, and each hereby waives any objection it may have as to personal jurisdiction, venue or forum non conveniens. Any provision of this Agreement that is invalid or unenforceable in any situation or jurisdiction shall not affect the validity or enforceability of the remaining provisions hereof, or the validity or enforceability of the offending provision in any other situation or jurisdiction. Should any provision of this Agreement be deemed unenforceable in whole or in part by any competent authority, such provision shall continue in effect to the maximum extent permitted and the remaining provisions shall remain in full force and effect. If, notwithstanding the prior sentence, any provision of this Agreement shall be deemed wholly unenforceable by any competent authority, the remainder of this Agreement shall remain in full force and effect.

14. **Arbitration:** Any controversy or claim for damages in the amount of $10,000.00 or less arising out of or relating to this Agreement shall be settled by arbitration in the County of Erie and State of New York in accordance with the rules and procedures of the American Arbitration Association.

15. **Attorneys' Fees and Costs:** In connection with any litigation arising out of the Agreement, Contractor shall be entitled to recover all of its costs and expenses incurred including without limitation actual attorneys' fees for services rendered in connection with such litigation, including its proceedings and post-judgment proceedings.

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

16. **Notices:** All notices required to be given hereunder may be served personally or sent by certified or registered mail, return receipt requested, with postage prepaid, to the address of the other party herein unless a different address is designated hereafter in writing.

17. **Payment; Taxes; Termination**

a. Net 30 Days, unless otherwise expressly specified in the Proposal. A late fee of 1½ percent per month may be applied at Contractor's discretion to all late payments. Purchaser shall be liable to and responsible for any collection agency or attorneys' fees arising out of Contractor's attempts to recover fees do to it from Purchaser hereunder.

b. Any duty, impost or taxes due on Services or materials provided by Contractor shall be paid by Purchaser, unless otherwise specifically stated in this Agreement. In the event that Contractor pays for any such duties, imposts or taxes, Purchaser shall reimburse Contractor immediately upon invoicing.

c. Contractor may suspend Services under this Agreement in the event of any non-payment. Contractor may terminate this Agreement upon non-payment not cured within ____ (__) days following the date such payment was due, or the bankruptcy or insolvency of the Purchaser.

18. **Rates**. All rates and other charges are as set forth in the Proposal, except to the extent set forth in this Section 18. Unless otherwise agreed in writing by the parties hereto, all work not expressly set forth as part of the Services, including without limitation any site preparation as contemplated by Section 1c, and any related costs, shall be billed: (i) for work performed, at Contractor's then-current time and materials rates plus twenty-five percent (25%), (ii) all charges for equipment owned by Contractor shall be billed in accordance with the then-current industrial equipment Blue Book rates for daily rentals for each day that such equipment was on-site, regardless of whether actually used during all such days, plus the Blue Book rate for operational cost based upon actual hours of use, with an eight (8) hour daily minimum, (iii) all charges for equipment leased by Contractor shall be billed at cost plus Contractor's then-current standard mark-up, and (iv) all other charges, including without limitation any applicable storage fees, shall be billed at Contractor's then-current and applicable fee schedule.

19. **General**

a. *Amendments*. No modification or amendment hereof shall be binding or effective unless it is contained in a written amendment (or Change Response, as applicable) signed by both parties hereto.

b. *Conflict*. In the event of any conflict between any of the documents comprising this Agreement, the provisions of the Proposal will control, unless expressly provided for otherwise in this Agreement.

c. *Acceptance; Expiration*. This Agreement may be accepted only by delivery to Contractor duly signed within thirty (30) days of the date of the Proposal except as otherwise expressly provided for in the Proposal. Thereafter the Proposal automatically expires.

d. *Limitation on Acceptance*. **PURCHASER'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND THE OFFER CONTAINED HEREIN IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS IN PURCHASER'S ACCEPTANCE, PURCHASE ORDER, OR ANY OTHER PURCHASER DOCUMENT SHALL NOT ALTER THE TERMS OF THIS AGREEMENT, AND PURCHASER'S ACCEPTANCE SHALL BE VALID AND BINDING REGARDLESS. PURCHASER'S ACCEPTANCE OF ANY GOODS OR SERVICES SHALL BE DEEMED TO CONSTITUTE PURCHASER'S ACCEPTANCE OF THIS AGREEMENT.**

e. *Withdrawal of Proposal*. Contractor may withdraw the Proposal and the offer contained therein at any time prior to this Agreement's acceptance as provided herein.

f. *Survival*. The following Sections shall survive any termination of this Agreement: 4 (in accordance with its terms), 5, 10, all of Purchaser's indemnification obligations hereunder, and those provisions that by their nature survive any termination or expiration.

g. *Failure, Delay or Waiver*. No course of action or failure to act by either party hereto shall constitute a waiver by such party of any right or remedy under this Agreement, and no waiver by either party hereto of any right or remedy under this Agreement shall be effective unless made in writing.

h. *Assignment; Binding Effect*. This Agreement may not be assigned by Purchaser, and any attempted assignment in violation of this provision shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and, if permitted, assigns.

i. **Entire Agreement:** These standard terms and conditions and the attached Proposal, when duly executed by the parties, is the complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings whether written or oral with respect to such subject matter. Purchaser represents that it has not relied upon any previous representations by anyone as an inducement to enter into this Agreement. Any terms used and capitalized in these standard terms and conditions, and not defined, shall have the meanings ascribed to such terms in the Proposal.

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

Client#: 1709312 HOHLHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/05/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Krystin Dickson
USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	PHONE (A/C, No, Ext): 716 314-2000 FAX (A/C, No): E-MAIL ADDRESS: Krystin.Dickson@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hohl Industrial Services Inc. 770 Riverview Boulevard Tonawanda, NY 14150	INSURER A : Liberty Insurance Corporation	42404
	INSURER B : Navigators Insurance Company	42307
	INSURER C : Endurance American Insurance Co.	10641
	INSURER D : Travelers Indemnity Company	25658
	INSURER E : Liberty Mutual Fire Insurance Company	23035
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab X X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	TB7611261779032	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $300,000 $5,000 $5,000,000 $10,000,000 $10,000,000
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	AS2611261779012	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000	X	X	NY22EXCZ078C9IV	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Excess UMB	X	X	EXC30002644201	01/01/2022	01/01/2023	5,000,000	
D	Motor Truck Cargo			Q2N6308S524795TIA2	01/01/2022	01/01/2023	Limit: 500,000 Deductible: $5,000	

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

*For project specific information, if applicable, see Page 2.

Additional Insured/Waiver of Subrogation coverage shown above and marked with an X apply only when such coverage is required by written contract signed by the insured prior to a loss.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
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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Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

DESCRIPTIONS (Continued from Page 1)

To the extent covered by endorsement form(s):

General Liability:
CG 20 01 (04/13) - Primary and Noncontributory - Other Insurance Condition
CG 20 10 (04/13) - Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 20 12 (04/13) - Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG 20 37 (04/13) - Additional Insured - Owners, Lessees or Contractors - Completed Operations
CG 20 38 (04/13) - Additional Insured - Owners, Lessees or Contractors - Automatic Status For Other Parties

When Required In Written Construction Agreement
CG 24 04 (05/09) - Waiver of Transfer of Rights of Recovery Against Others To Us
LC 25 19 (01/15) - Designated Construction Project or Designated Location Combined Aggregate Limits - With Total Project and Location Aggregate Limit
LC 32 199 (07/12) - New York Commercial General Liability Enhancement For Contractors
LIM 99 01 (05/11) - Notice of Cancellation to Third Parties

Auto Liability:
AC 84 44 (11/17) - New York Auto Enhancement Endorsement
CA 20 48 (10/13) - Designated Insured For Covered Autos Liability Coverage
CA 00 01 (10/13) - Business Auto Coverage Form
LIM 99 02 (08/11) - Notice of Cancellation to Third Parties

Umbrella:
NAV EXL 001 - Commercial Umbrella Liability Policy
NAV EXL 348A (01/11) - Primary Non Contributory
NAV ECD 6012 (01/11) - Waiver of Subrogation
NAV EXC 6022 - Per Project Aggregate

Excess Umbrella:
EXL 0203 0813- Excess Liability Coverage Follow Form
EXL 6092 0813- Waiver Of Subrogation
WXL 3038 0817- Primary Non-Contributory

RE: HIS#178295 DISINFECTION AND METERING SYSTEM IMPROVEMENTS, TOWN PROJECT NO. 2016.002A.
Additional Insured: Town of Amherst

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Hohl Industrial Services Inc. 770 Riverview Boulevard Tonawanda, NY 14150 **Work Location of Insured** ***(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)***	**1b. Business Telephone Number of Insured** 716-332-0466 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** 06209351 **1d. Federal Employer Identification Number of Insured or Social Security Number** 16-0710735
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	**3a. Name of Insurance Carrier** Liberty Insurance Corporation **3b. Policy Number of entity listed in box "1a"** WA761D261779022 **3c. Policy effective period** 1/1/22 to 1/1/23 **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 will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the 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: Michael Bonetto
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 12/31/2021
(Signature) (Date)

Title: Senior Vice President / Regional Director

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-314-2000

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 (9-07) www.wcb.state.ny.us

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
HOHL INDUSTRIAL SERVICES INC

770 RIVERVIEW BOULEVARD
TONAWANDA, NY 14150

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

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
160710735

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE , NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL574363

3c. Policy effective period
01/01/2022 to 12/31/2022

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 2/2/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Emergency Purchase - WPCF O2 Valve Replacements (RES-2022-861 : Emergency Purchase - WPCF O2 Valve Replacements)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26262 **RESOLUTION 2022-862** **ADOPTED**

Authorize Director of Finance and Comptroller to Modify ORG/Object Codes for Approved Contracts

WHEREAS, Contracts are routed through the Town's Contract Routing System and approved by the Town Board with specific ORG/Object codes; and

WHEREAS, various ORG/Object codes are frequently appropriate for use, but may not have been anticipated at the time of contract approval;

NOW, THEREFORE, BE IT RESOLVED, the Finance Director and Comptroller are hereby authroized to amend the ORG/Object codes associated with approved contracts without Town Board approval, after review of such contracts and associated paperwork; and

BE IT FURTHER RESOLVED, if an ORG/Object code for a capital project (KP account) is added to the contract, a not to exceed (NTE) amount shall also be designated.

9/6/2022
Consent

FINANCIAL IMPACT:

N/A

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26329 **RESOLUTION 2022-863** **ADOPTED**

Highway Back-Up Generator Service Agreement - Southworth - Milton Inc - CRS#3554

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign a two (2) year Service Agreement between Southworth-Milton, Inc and the Town of Amherst Highway Department for service for the Highway Department back-up generator.

The cost of this Service Agreement for inspections will be $4,902.73 for two (2) years for four (4) preventive maintenance visits:

PM 1 August 2022 and 2023;
PM 2 February 2023 and 2024;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract above. This contract is subject to the Contract Routing System (CRS#3554) and the approval of the Town Attorney.

9/6/2022
Consent

FINANCIAL IMPACT:

A5132 : 4220 $4,902.73 total

2022=$865.75

2023=$2,436.38

2024=#1,600.60

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

On Site Scheduled Maintenance Plan
FROM MILTON CAT

Milton CAT

Billing # 0569567 ***Date:*** 8/9/2022 **Customer #** 0569567

Invoice to:	**Site Information:**
Town of Amherst 1042 N Forest Rd Williamsville, NY 14221	Town of Amherst 1042 N Forest Rd Williamsville, NY 14221

Attn:		**Site Contact:**	Eric Blocher
E-mail:		**E-mail:**	eblocher@amherst.ny.us
Phone:		**Phone:**	716-631-5938
Cell:		**Cell:**	716-208-6288
Fax:		**Fax:**	

Make:	Caterpillar	**Contract Years:**		2		**Service Schedule Type:**	Flexible
Model:	3406	**Contract Period :**		8/1/2022	7/31/2024	# of PM Services	4
Serial #:	4RG01054	**Customer Equip #:**				# of Secondary Events	
KW:	300						
						Total # of Services	4

Notes:

This was quoted at prevailing wage. Prevailing wage labor rate is $208.00. Parts are sold at the Town of Amherst discount rate.

Agreement Price:	$ 4,902.72	**PM Price year 2:**	$ 2,505.30	**Loadbank Test:**	$ -
PM Price Year 1:	$ 2,397.42	**PM Price year 3:**	$ -	**Battery Replacement:**	$ -
		Other Services:	$ -	**ATS Test:**	$ -

Description	Date of Service	Year	Price
PM 1	August	2022	$865.75
PM 2	February	2023	$1,531.67
PM 1	August	2023	$904.71
PM 2	February	2024	$1,600.60

Attachment: DOC082222-082222022090621 (RES-2022-863 : Highway Back-Up Generator Service Agreement - Southworth - Milton Inc -

Southworth-Milton, Inc. d/b/a Milton CAT

STANDARD TERMS AND CONDITIONS OF CUSTOMER SERVICE AGREEMENT ("Terms and Conditions")

A. AUTOMATIC RENEWAL OF AGREEMENT

1. 12-Month Periods: This Agreement automatically shall continue to renew unless (1) the Customer terminates the Agreement via written notice to the Milton CAT PSSR 30 days prior to the End Date, (2) Milton CAT elects not to renew the Agreement, (3) the Parties execute a new CVA or similar agreement, or (4) total renewal price exceeds 10% increase, at which time a new agreement will be presented.

Unless otherwise specified in the Customer Service Agreement to which these Terms and Conditions are attached (the "Agreement"), all Services provided by Southworth-Milton, Inc. Inc. d/b/a Milton CAT ("Milton") for the Customer/Owner/Owner's Agent ("Customer") are made on the following terms and conditions:

SERVICE HOURS: Milton will render maintenance, testing and/or inspections during the regular business hours of 7:00 a.m. – 3:30 p.m. Monday through Friday unless otherwise stated in the Agreement. Parts and labor provided outside the scope of work in the Agreement will be invoiced at the prevailing rates, with a 4-hour minimum labor charge for all work emergency service requests performed outside of regular business hours.

PRICES: Pricing is f.o.b. Customer's service location. Prices are exclusive of all national, federal, state, municipal, local or any other governmental excise, sales, use, occupational or like taxes or duties now in force or enacted i the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Milton and the Customer shall be paid by the Customer in addition to the pric quoted or invoiced. In the event Milton is required to pay any such tax, fee or charge, at time of sale or at any time thereafter, the Customer shall reimburse Milton therefore in accordance with the payment terms below. Prices d not include freight or environmental charges for deliverables inside or outside the scope of the Agreement.

PAYMENT TERMS: Invoices will be issued upon delivery of goods and/or services. Payment terms will be Net Thirty (30) Days from invoice date for Milton account holders and Net One (1) Day for non-account holders unles otherwise expressly agreed to in writing by Milton. Milton reserves the right to add to any account outstanding for more than thirty (30) days a service charge of one and one-half percent (1.5%) of the principle amount due at the end of each month or the maximum allowable legal interest rate, if a lesser amount. Customer may not withhold any amount from Milton as retention for failure of Customer to receive payment from other parties or as an offset against any claims Customer may assert against Milton.

ENTRY TO PERFORM WORK: If Milton is required to enter Customer's premises in connection with activities related to this Agreement, Milton's rights of entry shall be subject to applicable governmental security laws and Customer's security regulations and procedures. If such requirements would prevent a technician from reaching the location where services are to be performed within the time set forth in the Agreement, the required response time set forth in the Agreement will be extended by the additional time taken by the technician to reach the service site due to the security regulations and procedures and Customer will be billed for such time. Once Milton is on site for a scheduled activity, additional labor charges may accrue if work is cancelled and/or postponed due to end-user's operational requirements or due to failure of auxiliary components/systems which are not part of the equipment covered by this Agreement.

FORCE MAJEURE: Milton shall not be liable for any delay or failure to perform its obligations hereunder, if such delay or failure is due to any cause beyond the control of Milton, which include but are not limited to acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver equipment by usual modes of transportation, fire, flood, war, embargo, strikes, labor disputes, explosions, riots, laws, rules, regulations, restrictions or orders of any governmental authority or any cause beyond the reasonable control of Milton or its suppliers.

CANCELLATION: Customer's cancellation of service, or any part thereof, will not be effective unless accepted by Milton in writing. Customer will pay in full for any work which is complete and will pay Milton's charges for all work in process, raw materials and supplies on hand or for materials for which commitments have been made by Milton and additional charges Milton incurs as a result of such cancellation.

WARRANTY: Materials provided herein are warranted by Milton for twelve (12) months from the date of invoice, limited to defects in materials and workmanship from the Milton's supplier. Services provided herein are warranted by Milton for ninety (90) days or fifty (50) running hours, whichever is less, and limited to defects in service workmanship provided by Milton. Extended Service Coverage (ESC) or other Power Protection Programs offered by Milton are available and will prevail if purchased separately and duly registered with Caterpillar, Inc. Inspection and/or service by Milton do not guarantee that failures will not occur in any given time frame or between Milton's visits. Customer reserves the right to accept/reject any recommendation made by Milton regarding service, maintenance or repair of engines and equipment.

OTHER THAN AS EXPRESSLY PROVIDED HEREIN, MILTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS THE COMPANY'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

LIMITATION OF LIABILITY: Milton's liability is limited to the value of the work, repair, or material actually contracted for in the Agreement during the effective dates of the Agreement. Milton shall not be liable for any losse damages, injuries, claims, demands and expenses including, but not limited to, consequential or incidental damage caused by war, Acts of God, acts of terrorism, governmental regulations, strike, loss damage, destruction, obsolescence, claims by third parties, or loss by Customer as a result of the failure of the equipment to perform or any loss or claim not herein specified, but of a contingent nature.

INDEMNIFICATION: Customer shall defend, indemnify and hold harmless Milton, its employees, directors, affiliates, customers, agents, vendors, successors, and assigns against any and all damages, claims or liabilities, expenses (including attorney's fees) or injuries, including death, arising out of or resulting in any way from any negligent act or omission of Customer, its agents, employees, or subcontractors. The foregoing indemnity shall not apply to any damages or liabilities to the extent caused by the willful misconduct or gross negligence of Milton.

WAIVER OF JURY TRIAL: CUSTOMER HEREBY WAIVES ANY RIGHT CUSTOMER MAY HAVE TO A TRIAL BY JURY IN ANY CAUSE OF ACTION THAT MAY ARISE OUT OF THIS AGREEMENT.

MODIFICATION: These Terms and Conditions may not be altered, modified, waived, abandoned, or terminated in any manner whatsoever by the Customer, unless said changes and/or modifications are expressly agreed to in writing by the Milton. Lack of enforcement on the part of the Milton of any provision contained herein does not negate the obligation.

ASSIGNMENT: The Agreement may not be assigned by Customer without Milton's prior written consent and any attempt to do so shall be null and void and of no effect.

APPLICABLE LAW; VENUE: The Agreement and any subsequent Purchase Orders issued hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Additionally, if any legal action or inquiry is taken against Milton, such action must be filed with a Court of competent jurisdiction in the Commonwealth of Massachusetts and no other state or province.

CONCLUSION: All orders accepted by Milton are with the express condition that the Customer agrees with these Terms and Conditions of Service, which supersede any other terms offered by Customer, which include but are not limited to, any conflicting terms or clause that purports to establish precedence of Customer terms or states a conflicts clause or like term. No other communications shall be deemed a waiver of these Terms and Conditions unless signed by both Parties. No representations or guarantees other than those contained herein shall be binding upon Milton unless made in writing and signed by an Officer of Milton.

BINDING EFFECT. The Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

NON-WAIVER. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein

HEADINGS. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

NOTICES. All notices required or desired to be given hereunder shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

AFFIRMATIVE ACTION NOTICE: Customer is notified that they may be subject to the provisions of: 41 C.F.R. §60-300.5(a); 41 CFR §60-741.5(a); 41 C.F.R. §60- 1.4(a) and (c); 41 C.F.R. §60.17(a); 48 C.F.R. §52.222-54(and 29 C.F.R. Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Customer shall abide by the requirements of 41 C.F.R. §60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors an subcontractors to employ and advance in employment qualified individuals with disabilities.

Customer shall abide by the requirements of 41 C.F.R. §60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors t employ and advance in employment qualified protected veterans.

Customer agrees to abide by and comply with all federal, state and local nondiscrimination laws, rules and regulations including but not limited to the Fair Housing Act, Americans with Disabilities Act, all federal, state and loca laws and any other laws, codes or regulations incorporated into the Owner-Contractor agreement as they may apply to the Work.

Customer # 0569567 Serial # 4RG01054

Customer		**Southworth-Milton, Inc. d/b/a/ Milton CAT**
Name:	Name:	Ryan Herman
Title:	Title:	Power Solutions Representative
Signature:	Signature:	*Ryan Herman*
Date:	Date:	8/9/2022

Agreement price void 90 days from date

Please return to any of the three options below:

ServiceSolutionsCenter@miltoncat.com

Milton Cat Service Agreements
100 Quarry Drive
Milford, MA 01757

Fax: (508) 282-3199

Attachment: DOC082222-082222090621 (RES-2022-863 : Highway Back-Up Generator Service Agreement - Southworth - Milton Inc -

Southworth-Milton, Inc.
336 Ainsley Drive
Syracuse, NY 13210
315.476.9981
315.426.1701 fax
www.miltoncat.com

Milton Cat

Inspection and Preventive Maintenance Scope of Service

PM 1 or Minor PM Service

COOLING SYSTEM

- Take coolant sample for lab analysis
- Check coolant filter(s)
- Check radiator/heat exchanger (if applicable)
- Check coolant / conditioner PPM
- Check hoses and connections
- Check fan pulley
- Check fan belts for tension and wear
- Check jacket water heater temp
- Check water pump

Fuel System

- Check water trap separator
- Check fuel Lines and connections
- Check governor and controls
- Check fuel filters (primary and secondary)
- Check fuel pressure
- Check pump and float switch for proper operation
- Check level indicator in site glass
- Check day tank (if applicable)

Air Induction and Exhaust system

- Check air filter (s)
- Check air filter service indicator
- Check air intake and exhaust openings
- Inspect manifold and air piping
- If equipped with automatic louvers, verify operation

Lubrication System

- Take oil sample for lab analysis
- Check oil filter(s)
- Check oil pressure
- Check crankcase breather

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315.476.9981
315.426.1701 fax
www.miltoncat.com

(Con't)

Starting System

- Check and clean battery cables and connections
- Check battery charger / float voltage
- Inspect starter motor
- Inspect alternator belt
- Check battery electrolyte (if applicable)
- Check battery date and replacement date
- Verify voltage at cranking

Engine Monitors and Safety Controls

- Check site gauges for proper operation
- Check and test safety controls
- Check and record engine oil pressure
- Check and record engine operating temperature
- Check and record engine charging system
- Check and record frequency and voltmeter readings
- Check remote annunciators / alarms

Gas Engines

- Check gas lines and connections
- Check gas mixture and linkage
- Check magneto / electronic ignition
- Check plug wires

Generator Operation

- A running inspection and building load transfer will be performed (if permitted).

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336 Ainsley Drive
Syracuse, NY 13210
315.476.9981
315.426.1701 fax
www.miltoncat.com

Milton Cat

Inspection and Preventive Maintenance Scope of Service

PM 2 or Major PM Service

COOLING SYSTEM

- Take coolant sample for lab analysis
- Change coolant filter(s)
- Check radiator/heat exchanger (if applicable)
- Check coolant / conditioner PPM
- Check hoses and connections
- Check fan pulley
- Check fan belts for tension and wear
- Check jacket water heater temp
- Check water pump

Fuel System

- Check water trap separator
- Check fuel Lines and connections
- Check governor and controls
- Change fuel filters (primary and secondary)
- Check fuel pressure
- Check pump and float switch for proper operation
- Check level indicator in site glass
- Check day tank (if applicable)

Air Induction and Exhaust system

- Check air filter(s)
- Check air filter service indicator
- Check air intake and exhaust openings
- Inspect manifold and air piping
- If equipped with automatic louvers, verify operation

Lubrication System

- Take oil sample for lab analysis
- Change oil filter(s)
- Check oil pressure
- Check crankcase breather
- Change oil and remove from site (unless otherwise directed)
- Provide proper paperwork, if required, that meets all federal waste disposal requirement

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(Con't)

Starting System

- Check and clean battery cables and connections
- Check battery charger / float voltage
- Inspect starter motor
- Inspect alternator belt
- Check battery electrolyte (if applicable)
- Check battery date and replacement date
- Verify voltage at cranking

Engine Monitors and Safety Controls

- Check site gauges for proper operation
- Check and test safety controls
- Check and record engine oil pressure
- Check and record engine operating temperature
- Check and record engine charging system
- Check and record frequency and voltmeter readings
- Check remote annunciators / alarms

Gas Engines

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Addendum to Contract VENDOR ON SITE Major

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

2. No rules, requirements or customs of any society or association of professiona 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. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(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.

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5. Any accident shall be reported to the Office of the Town Attorney as soon as possibl and not later than twenty-four (24) hours from the time of such accident. A detailed writte report must be submitted to the Town of Amherst as soon thereafter as possible as and n later than three (3) days after the date of such accident.

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

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

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

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

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

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

Attachment: DOC082222-08222022090621 (RES-2022-863 : Highway Back-Up Generator Service Agreement - Southworth - Milton Inc -

regulations or ordinances for any state other than New York State, to the laws, statutes, rule regulations or ordinances for any county other than Erie County, New York or to the law statutes, rules, regulations or ordinances for any municipality other than the Town c Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Eri county and/or the Town of Amherst shall apply as applicable. Any and all legal actio necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New Yor 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:

Southworth-Milton Inc.
Print Name of Company

By: _____
Signature

William G Clark
Printed name Product Support Manager

Date: 8/17/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

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IRAN DIVESTMENT ACT CERTIFICATION

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

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will n 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 seeki to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certi at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibit entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatic that a person is in violation of the above-referenced certification, the Town will offer the person a opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in th investment which is in violation of the Act within 90 days after the determination of such violation, the the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekir 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 enti that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on th prohibited entities list after Contract/Lease award.

Company Name: Southworth-Milton Inc.

Signature: [signature]

Print Name: William C Clark

Title: Product Support Manager

Date: 8/17/22

Sworn To Before Me This

17 Day of August, 2022

[signature]

Notary Public

Cathlyn Ross
Notary Public, State of New York
Reg. #01R06195508
Expires October 27, 2024

Attachment: DOC082222-0822022090621 (RES-2022-863 : Highway Back-Up Generator Service Agreement - Southworth - Milton Inc -

CATERPILLAR

Caterpillar Inc.
Electric Power Division
P.O. Box 610, AC 6109
Mossville, Illinois 61552 USA

June 3, 2022

Subject: Caterpillar Authorized Dealer

To Whom It May Concern:

Milton Cat is the sole factory authorized Caterpillar dealer Covering upstate New York and the New England Territory. Milton Cat is headquartered in Milford, MA, with branches all over previously mentioned territory. The exact locations of these stores can be found at www.cat.com under the dealer locator section.

As an authorized Caterpillar dealer, Milton Cat has responsibility for sales and Product support for all Caterpillar manufactured products. Milton Cat service departments are the **only** factory authorized locations that can utilize Caterpillar Electronic Technician (ET) for the electronic engines as an aid in troubleshooting and diagnostic repairs.

The Caterpillar Harrisburg District Office works closely with Milton Cat on normal, everyday business issues relating to engine sales and product support. We have the highest confidence in their ability as a Caterpillar dealer and it is evident by the quality of their people, work and utmost level of customer satisfaction.

Please feel free to contact Milton Cat if you have any other questions or concerns. They have factory- trained technicians and staff to provide the level of support you have come to expect from the Caterpillar Inc. organization. We appreciate your business and thank you again for working with Caterpillar and our Dealer Network for all your power sales and service needs.

Please feel free to contact me if there are any questions. I can be reached at 309-675-5886.

Sincerely,
Olusegun Afolabi
NE Electric Power Product Support Manager
Caterpillar Inc.
Afolabi_Olusegun@Cat.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORI 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, subje the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Benefield
Marsh & McLennan Agency, LLC P. O. BOX 828 Opelika AL 36803	PHONE (A/C, No, Ext): 334-749-3401 FAX (A/C, No): 334-745-8785 E-MAIL ADDRESS: lisa.benefield@marshmma.com
	INSURER(S) AFFORDING COVERAGE — NAI
	INSURER A : Zurich American Insurance Company — 165
INSURED Southworth-Milton, Inc. Milton CAT 100 Quarry Dr. Milford MA 01757	INSURER B : Travelers Casualty and Surety Company o — 311
	INSURER C : Federal Insurance Company — 202
	INSURER D : Great American Insurance Company — 166
	INSURER E : Illinois Union Insurance Company — 279
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 393754265 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GLO292517814	2/1/2022	2/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: SEE BELOW							$
A	AUTOMOBILE LIABILITY	Y	Y	BAP292517914	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS — SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS — X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR	Y	Y	TUU367410515	2/1/2022	2/1/2023	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WC292519109	2/1/2022	2/1/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Pollution Liability			PPIG28214728002	2/1/2020	2/1/2023	$5,000,000	$250,000 Ret.
B	Crime/Fidelity			105739038	2/1/2022	2/1/2023	$1,000,000	$25,000
C	BPP/Contractors Equip.			35901436	2/1/2022	2/1/2023	$500,000	$15,000 Ded.

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

*General Liability Aggregate Limit applies on a per project basis if required by written contract per form CG25030509. General Liability Aggregate Limit appl on a per location basis per form CG25040509.
Cyber Liability coverage is included under Travelers Casualty & Surety Company of America policy 105739038 subject to a $5,000,000 per claim limit, and $50,000 retention. Riggers Liability coverage is included under Federal Insurance Company policy 664-11-57 (1/1/2022-1/1/2023) subject to a $500,000 an one occurrence limit and $1,000 deductible.

Re: OSSMP for 3406 4RG01054 General Liability and Auto Liability Additional Insured Status is granted to Town of Amherst if required by a written, signed and dated contract, agreement or permit. All coverage is subject to the terms, conditions and exclusions contained in the policy form and endorsements. To of Amherst as required by contract are named additional insured on a primary and non contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KA

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Attachment: DOC082222-082220220906 21 (RES-2022-863 : Highway Back-Up Generator Service Agreement - Southworth - Milton Inc -

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured 508-634-5540 1c. NYS Unemployment Insurance Employer Registration Number of Insured 7753883 1d. Federal Employer Identification Number of Insured or Social Security Number 02-0258444
Southworth-Milton, Inc. 100 Quarry Dr. Milford, MA 01757 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 2925191-09 3c. Policy effective period 02/01/2022 to 02/01/2023 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 3 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 cancele due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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

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

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

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

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 01/07/2022
(Signature) (Date)

Title: Vice President-Enterprise Support Operations

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

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

C-105.2 (9-17) www.wcb.ny.g

INTERNAL USE ONLY

Attachment: DOC082222-082222090621 (RES-2022-863 : Highway Back-Up Generator Service Agreement - Southworth - Milton Inc -

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) Southworth-Milton, Inc. 100 Quarry Drive Milford, MA 01757 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (508) 634-5834 1c. Federal Employer Identification Number of Insured or Social Security Number 02-0258444
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in box "1a" 000010232745 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 the employer's employees:

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

Date Signed 2/4/2022 By Erica Castellanos
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

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 tha 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 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 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 li ed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issu ils form.***

Attachment: DOC082222-08222022090621 (RES-2022-863 : Highway Back-Up Generator Service Agreement - Southworth - Milton Inc -

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26331 **RESOLUTION 2022-864** **ADOPTED**

Authorize Payment to Five Star Equipment, Inc.

The Highway Department is requesting the Town Board to authorize the Comptroller to execute payment to Five Star Equipment Inc, 284 Ellicott Road, PO Box 985, West Falls, NY 14170 for purchase order number 22219583 for invoice number W06990 in the amount of $27,196.47.

Vehicle Number 111, John Deere Skid Steer 333DT, Year 2010 (ie Pay loader) was delivered to Five Star Equipment Inc on February 3, 2022 for diagnostic testing. The Five Star Equipment contract with the Town of Amherst expired on June 17, 2022. The repaired vehicle was returned to the Highway Department after extensive supply chain delays on August 19, 2022.

This vehicle's repair costs were not encumbered but funding is available under D5130: 2600 for $27,196.47.

We are seeking approval for and directive to the Town Comptroller for the payment of the outstanding invoice and Purchase Order #22219583 for $27,196.47 dated 8/23/2022 at PO Box 176, Dunmore, PA 18512. Thank you for considering this request.

9/6/2022
Consent

FINANCIAL IMPACT:

D5130 : 2600

$27,196.47

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26342 **RESOLUTION 2022-865** **ADOPTED AS AMENDED**

Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS# 3549

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) Global M3 Street Sweeper, Cummins, 130 HP 3.8L for the Highway Department for a cost of ~~$242,544.00~~ $243,358.00 from GLOBAL ENVIRONMENTAL PRODUCTS through CYNCON EQUIPMENT INC. with a SOURCEWELL contract.

This pricing is based upon the SOURCEWELL AND Global Environmental Products contract number 093021 WITH CYNCON EQUIPMENT INC., 7494 W. Henrietta Road, Rush, New York 14543. Contract #093021 is for the period now through November 16, 2025.

Funding is available to pay for this purchase under 2022 Equipment Bond KP 2224-2600 for ~~$242,544.00~~ $243,358.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract. This purchase is subject to the Contract Routing System (CRS#3549) and the approval of the Town Attorney.

9/6/2022
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. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2224 : 2600

$243,358.00

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

AGREEMENT

Let this document stand as an Agreement between CYNCON EQUIPMENT INC.
And the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

SOURCEWELL AND CYNCON EQUIPMENT INC.
Contract # 093021 - GEP (Global Environmental Products)
Maturity Date 11/16/2025

EQUIPMENT: One Global M3 Sweeper, Cummins Tier 4 Final, 130 HP QSF 3.8L

from CYNCON Equipment with M3 Mechanical Sweeper with SOURCEWELL,
BID REFERENCE #093021 - GEP with date of maturity 11/16/2025.

Agreed to and Accepted by:

CYNCON EQUIPMENT INC.

By: _____
Signature

RICHARD WILCOX
Print Name

GENERAL MANAGER
Title

Date: AUGUST 24, 2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

Attachment: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

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:

CYNCON EQUIPMENT INC

Print Name of Company

By: _____

Signature

RICHARD WILCOX

Printed name

Date: AUGUST 04 2022

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

IRAN DIVESTMENT ACT CERTIFICATION

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

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will nc utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

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

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

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

Company Name: CYNCON EQUIPMENT INC

Signature: [signature]

Print Name: RICHARD WILCOX

Title: GENERAL MANAGER

Date: AUGUST 24, 2022

Sworn To Before Me This

24th Day of August, 2022

Marsha M Condon

Notary Public

MARSHA M. CONDON
Notary Public, State of New York
Monroe County, No. 01CO4798468
Commission Expires 2/28/26

Revised 4.2017

Attachment: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2021

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

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

PRODUCER	CONTACT NAME: Betty Barrett
Christopher Williams Agency Inc 26 South Main Street P.O. Box 499 Pittsford NY 14534	PHONE (A/C, No, Ext): (585) 586-3060 FAX (A/C, No): (585) 586-8006 E-MAIL ADDRESS: betty@christopherwilliamsagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Hartford Insurance Group
INSURED	INSURER B:
Cyncon Equipment Inc 7494 West Henrietta Rd P O Box 30 Rush NY 14543	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 21-22 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			01UUNQ00789	10/6/2021	10/6/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 300,0 $ 10,0 $ 1,000,0 $ 2,000,0 $ 2,000,0
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			01UUNQ00789	10/6/2021	10/6/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			01BHUOX9037	10/6/2021	10/6/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,0 $ 3,000,0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

The Town of Amherst is an additional insured on a primary and non-contributory basis.
Hartford Policy Form #HEG0001 (06/05) applies

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

Christopher Williams

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Attachment: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 ARS Insurance Agency 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	**CONTACT NAME:** **PHONE** (A/C, No, Ext): (877) 234-4420 **FAX** (A/C, No): (877) 234-4421 **E-MAIL ADDRESS:** **PRODUCER CUSTOMER ID #**
INSURED Cyncon Equipment, Inc. PO Box 30 Rush, NY 14543-0030 CTL 1273 1676795	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A: Continental Indemnity Co. — 28258 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A		37-654689-01-04	10/06/2021	10/06/2022	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

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

PC937411

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Attachment: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Cyncon Equipment, Inc. 7494 W Henrietta Rd Rush, NY 14543-9789	(585)533-2500 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 161115791
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier
Town of Amherst 5583 Main Street Williamsville, NY 14221	Continental Indemnity Co. 3b. Policy Number of Entity Listed in Box "1a" 37-654689-01-04 3c. Policy effective period 10/06/21 to 10/06/22 3d. The Proprietor, Partners or Executive Officers are [X] included. (Only check box if all partners/officers included) [ ] all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Todd Brown
(Print name of authorized representative or licenced agent of insurance carrier)

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

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 234-4424

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: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
CYNCON EQUIPMENT INC
P.O. BOX 30
7494 WEST HENRIETTA ROAD
RUSH, NY 14543

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
585-533-2500

1c. Federal Employer Identification Number of Insured or Social Security Number
161115791

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL144700

3c. Policy effective period
04/01/2022 to 03/31/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 8/24/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: CYNCON (2) (RES-2022-865 : Authorization to Purchase One (1) M3 Mechanical Street Sweeper for Highway Department CRS#

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26367 **RESOLUTION 2022-866** **ADOPTED**

Auction of Highway Department Surplus Equipment - Fall 2022

In an effort to sell various antiquated Highway and Parks Department equipment, the Highway Department is requesting permission to participate with the Town approved Online Auctioneer Services Company approved per Resolution 2019-1248.

The Online Auctions are on-going with the Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052. The Town of Amherst will not be charged for selling or advertising.

May we please have the approval to place the itemized equipment in the auction?

9/6/2022
Consent

FINANCIAL IMPACT:

Revenue

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

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

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

Paul Anderson
Deputy Highway Superintendent
panderson@amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

AUCTION OF HIGHWAY DEPARTMENT SURPLUS EQUIPMENT 2022

	INVENTORY NUMBER	MAKE	DESCRIPTION	YEAR	CONDITION
1	0	CHEVY	1500 PICK UP	2006	POOR
2	74	FORD	F250 PICK UP	2008	POOR
3	80	CHEVY	1500 PICK UP	2005	POOR
4	83	CHEVY	1500 PICK UP	2006	POOR
5	84	CHEVY	1500 PICK UP	2004	POOR
6	86	CHEVY	1500 PICK UP	2007	POOR
7	87	CHEVY	1500 PICK UP	2007	POOR
8	88	CHEVY	1500 PICK UP	2007	POOR
9	93	CHEVY	1500 PICK UP	2007	POOR
10	659	CHEVY	1500 PICK UP	2007	POOR
11	9	FORD	TAURUS	2015	POOR
12	33	CHEVY	3500 DUMP	2007	POOR
13	616	CHEVY	3500 DUMP	2006	POOR
14	139	INTERNATIONAL	7400 VAC TRUCK	2006	POOR
15	222	FREIGHTLINER	FL-80 DUMP	1998	POOR
16	246	INTERNATIONAL	7600 DUMP	2006	POOR
17	124	HAMM	DV642 ROLLER	2001	POOR
18	127	JOHN DEERE	TRACTOR	2001	POOR
19	326	ARTCO	TAR MACHINE	1990	POOR
20	504	ALITEL	ROCKWHEEL	UNK	POOR
21	610	UNKNOWN	BRUSH HOG	UNK	POOR
22	626	FORD	TRACTOR	1976	POOR
23	636	JOHN DEERE	TRACTOR	1980	POOR
24	641	JACOBSEN	TRUCKSTER	UNK	POOR
25	8TR	SURE-TRAC	DUMP TRAILER	2011	POOR
26	BUCKET #27	UNKNOWN	LOADER BUCKET	UNK	POOR

Attachment: DOC083122-08312022081237 (RES-2022-866 : Auction of Highway Department Surplus Equipment - Fall 2022)

27	BUCKET #1	UNKNOWN	4-1 BUCKET	UNK	POOR
28	BUCKET #28	UNKNOWN	4-1 BUCKET	UNK	POOR
29	BUCKET #31	UNKNOWN	4-1 BUCKET	UNK	POOR
30	N/A	(6) 255/70R 22.5	TIRES	N/A	NO LONGER USED
31	N/A	(4) 11.00-20	TIRES	N/A	NO LONGER USED
32	N/A	(1) 16.9-24	TIRES	N/A	NO LONGER USED
33	N/A	COATS	TIRE MACHINE	N/A	POOR
34	N/A	PIRANHA	1" SEWER HOSE	N/A	NO LONGER USED
35	525	UNKNOWN	LARGE TANK	N/A	POOR

Attachment: DOC083122-08312022081237 (RES-2022-866 : Auction of Highway Department Surplus Equipment - Fall 2022)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26372 **RESOLUTION 2022-867** **ADOPTED**

Voluntary Separation Incentive 2022 CSEA

WHEREAS, the Town of Amherst is considering offering a Voluntary Separation Incentive Program for full-time employees subject to final agreement with the applicable unions as follows:

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC. (CSEA)

VOLUNTARY SEPARATION INCENTIVE:

Eligible Employee: Employees potentially eligible for the Voluntary Separation Incentive will be identified and targeted based on job title, departmental needs and other relevant factors following consultation with Department Heads. Any employee considered for the incentive must have a minimum of ten (10) years of continuous full time, permanent service with the Town of Amherst.

Time to apply for incentive: Employees must file an initial application for the Voluntary Separation Incentive no later than **December 1, 2022** on the form attached hereto, and an irrevocable letter of voluntary resignation no later than **December 16, 2022**. The Town reserves the right to extend the election period for additional days.

Separation Date: Employee must separate from employment with the Town no earlier than **January 3, 2022** and no later than **December 30, 2022**. The Town reserves the right to extend the separation deadline for additional days.

Voluntary Separation Incentive - Continued Health Insurance: For eligible employees who are approved and accept the Voluntary Separation Incentive, the Town shall continue to provide fully paid family or single health insurance, dental insurance and vision coverage for a two year (24 full consecutive months) period. In the event of death of the employee, the payments shall continue to be made and applied as payment in full for appropriate continued medical insurance for the employee's spouse and/or eligible dependents for the remainder of the twenty-four (24) month period.

The Voluntary Separation Incentive shall not be used in the calculation of any retirement benefit.

Resignation: An employee accepting the Voluntary Separation Incentive shall be required to sign an irrevocable letter of voluntary resignation no later than **December 16, 2022**. The employee agrees that he/she is not eligible for unemployment insurance.

****

I have read the terms of the foregoing Voluntary Separation Incentive Program and elect to accept the incentive. I understand that until I receive notification from the Director of Human Resources that I have been accepted into the program and I sign the separation affidavit this election is not finalized.

Signature: _____

Employee: _____
Print Name

Date: _____

****

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board approves the described Voluntary Separation Incentive for 2022.

9/6/2022
Consent

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26373 **RESOLUTION 2022-868** **ADOPTED**

Voluntary Separation Incentive 2022 AHEA

WHEREAS, the Town of Amherst is considering offering a Voluntary Separation Incentive Program for full-time employees subject to final agreement with the applicable unions as follows:

AMHERST HIGHWAY EMPLOYEES ASSOCIATION, INC. (AHEA)

VOLUNTARY SEPARATION INCENTIVE:

Eligible Employee: Employees potentially eligible for the Voluntary Separation Incentive will be identified and targeted based on job title, departmental needs and other relevant factors following consultation with Department Heads. Any employee considered for the incentive must have a minimum of ten (10) years of continuous full time, permanent service with the Town of Amherst.

Time to apply for incentive: Employees must file an initial application for the Voluntary Separation Incentive no later than **December 1, 2022** on the form attached hereto, and an irrevocable letter of voluntary resignation no later than **December 16, 2022**. The Town reserves the right to extend the election period for additional days.

Separation Date: Employee must separate from employment with the Town no earlier than **January 3, 2022** and no later than **December 30, 2022**. The Town reserves the right to extend the separation deadline for additional days.

Voluntary Separation Incentive - Continued Health Insurance: For eligible employees who are approved and accept the Voluntary Separation Incentive, the Town shall continue to provide fully paid family or single health insurance, dental insurance and vision coverage for a two year (24 full consecutive months) period. In the event of death of the employee, the payments shall continue to be made and applied as payment in full for appropriate continued medical insurance for the employee's spouse and/or eligible dependents for the remainder of the twenty-four (24) month period.

The Voluntary Separation Incentive shall not be used in the calculation of any retirement benefit.

Resignation: An employee accepting the Voluntary Separation Incentive shall be required to sign an irrevocable letter of voluntary resignation no later than **December 16, 2022**. The employee agrees that he/she is not eligible for unemployment insurance.

****

I have read the terms of the foregoing Voluntary Separation Incentive Program and elect to accept the incentive. I understand that until I receive notification from the Director of Human Resources that I have been accepted into the program and I sign the separation affidavit this election is not finalized.

Signature: _____

Employee: _____
Print Name

Date: _____

****

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board approves the described Voluntary Separation Incentive for 2022.

9/6/2022
Consent

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26330 **RESOLUTION 2022-869** **ADOPTED**

Accountant/Comptroller's Office

Please appoint an Accountant to the Comptroller's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective September 7, 2022, at an annual salary of $53,469, Grade 14, Step B for Elizabeth Moon.

This is a promotion for an employee currently serving as Jr. Accountant.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26332 **RESOLUTION 2022-870** **ADOPTED**

Laborer Crew Chief/Engineering Department (2 Positions)

Please appoint two (2) Laborer Crew Chiefs to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $25.68, Grade IV, Step 3 for Gregory Burow and James Day.

These are promotions for two employees currently serving as Motor Equipment Operators.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26333 **RESOLUTION 2022-871** **ADOPTED**

Laborer Crew Chief/Engineering Department

Please appoint a Laborer Crew Chief to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $30.41, Grade IV, Step 7 for Stevie Iverson.

This is a promotion for an employee currently serving as Motor Equipment Operator and due to a retirement.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26334 **RESOLUTION 2022-872** **ADOPTED**

Laborer Crew Chief/Engineering Department

Please appoint a Laborer Crew Chief to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $24.40, Grade IV, Step 2 for Michael Germain.

This is a promotion for an employee currently serving as Motor Equipment Operator.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26335 **RESOLUTION 2022-873** **ADOPTED**

Working Crew Chief/Engineering Department

Please appoint a Working Crew Chief to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $33.26, Grade V, Step 9 for David Moehrle.

This is a promotion for an employee currently serving as Laborer Crew Chief and due to a retirement.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26375 **RESOLUTION 2022-874** **ADOPTED**

Electrician Crew Chief/Engineering-Plant #16

Please appoint an Electrician Crew Chief to the Engineering Department/Plant #16. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022, at an annual salary of $85,058, Grade 20, Step F for Andrew Vaillancourt.

This is a promotion for an employee currently serving as Senior Electrician.
Replacing an employee who retired.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26379 **RESOLUTION 2022-875** **ADOPTED**

Supervising Wastewater Facilities Mechanic/Engineering-Plant #16

Please appoint a Supervising Wastewater Facilities Mechanic to the Engineering Department-Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $34.34, Grade VI, Step 8 for Charles Castellana.

This is a promotion for an employee currently serving as Senior Wastewater Facilities Mechanic.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26337 **RESOLUTION 2022-876** **ADOPTED**

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an annual salary of $95,467 for Lori Martinez.

This is a promotion for an employee currently serving as Police Officer and replacing an employee who is being promoted.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26338 **RESOLUTION 2022-877** **ADOPTED**

Detective Sergeant/Police Department

Please appoint a Detective Sergeant to the Police Department. Temporary, effective September 7, 2022 at an annual salary of $98,139 for Michael Sliwa.

This appointment fills a vacancy due to a retirement and is a promotion for an employee currently serving as Detective.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26339 **RESOLUTION 2022-878** **ADOPTED**

Maintenance Worker/Engineering Department

Please appoint a Maintenance Worker to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $19.69, Grade II, Step A for Colin Nelson.

Contingent upon completing all pre-employment requirements.

Replacing an employee who transferred to another department.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26359 **RESOLUTION 2022-879** **ADOPTED**

Messenger/Court

Please appoint a Messenger to the Court. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022 at an hourly rate of $14.94, Grade 2, Step A for Kimberly McGuirk-Zuber.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26385 **RESOLUTION 2022-880** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 7, 2022, at an hourly rate of $17.06, Step A for Samuel Berke.

Contingent upon completing all pre-employment requirements.

Filling a vacant position.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26360 **RESOLUTION 2022-881** **ADOPTED**

Clerk - PT/Senior Services

Please appoint a Clerk - PT/Senior Services, Effective September 7, 2022, Temporary, $13.20, Step 1 for Linda Domres.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

9/6/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 26380 **RESOLUTION 2022-882** **ADOPTED**

SEQR Notice of Intent to be Lead Agency (772 North Forest Road)

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board seeks to be deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to purchases, rezoning decisions and adoptions of local laws, and be it further

RESOLVED, that this Town Board is considering entering into a purchase agreement with the owner of 772 North Forest Road to acquire such property and desires to initiate the required State Environmental Quality Review (SEQR) to allow for the proposed purchase agreement to be executed, and be it further

RESOLVED, that the that Town Planning Department be hereby directed to solicit all involved agencies for concurrence with the Town's desire to act as SEQR lead agency in its proposed acquisition of 772 North Forest Road so that the SEQR review may commence and this Town Board may make a determination of environmental significance prior to executing a proposed purchase agreement.

9/6/2022
Consent

FINANCIAL IMPACT:

Starting the required SEQR review will not have a financial impact.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26346 **RESOLUTION 2022-883** **ADOPTED**

Public Hearing Request for Proposed Local Law to Amend Chapter 204 of Town Code (Subdivision Regulations) Relating to Roadway Illumination, ZTA-2022-01

Please schedule a public hearing on October 3, 2022 for the Proposed Local Law to Amend Chapter 204 of Town Code (Subdivision Regulations) Relating to Roadway Illumination (ZTA-2022-01).

9/6/2022
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26347 **RESOLUTION 2022-884** **ADOPTED**

Public Hearing Request for Proposed Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) for Miscellaneous Text Changes, ZTA-2022-02

Please schedule a public hearing on October 3, 2022 for the Proposed Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) for Miscellaneous Text Changes (ZTA-2022-02).

9/6/2022
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26382 **RESOLUTION 2022-885** **ADOPTED**

Masonry Repairs of Main Street & Smallwood Drive Entranceway CRS ID#3562

WHEREAS, the historic entranceway at Main Street and Smallwood Drive was among the entranceways designated as local historic landmarks by the Town Board on March 1, 2004 and is further listed on the State and National Registers of Historic Places, and

WHEREAS, in early 2022 a portion of the Main Street & Smallwood Drive entranceway was struck by a vehicle and severely damaged, and

WHEREAS, a Request for Proposals was sent to three (3) masonry firms, and the bid that was the lowest cost was Morris Masonry Restoration, LLC, and

WHEREAS, Morris Masonry Restoration, LLC has provided a quotation of $19,550.00 for reconstruction of the damaged portion of the entranceway in May 2022, and

WHEREAS, Morris Masonry Restoration, LLC provided an updated quote for the project on August 22, 2022 in the amount of $19,955, $405.00 over the original quote that has since expired, and

WHEREAS, a check from the insurance claim from the original quote of $19,550 has been received and a request for the remaining $405.00 has been made through the Town's insurance carrier, and

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to execute contracts with Morris Masonry Restoration, LLC for reconstruction of the damaged portion of the Main Street & Smallwood Drive entranceway pending completion of the contract routing procedure.

9/6/2022
Consent

FINANCIAL IMPACT:

A check from the insurance claim from the original quote of $19,550 has been received and has been deposited into the Insurance account T3072-02770. Additional $405.00 will come from General Contingency from the Comptroller line item budget transfer for account T3072-04002 while the Town's insurance pursues the additional $405.00 in another claim.

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Di

Town Board Agenda of September 6, 2022

August 30, 2022

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

Subject: HPC item – Historic Stone Entranceway Repair

Honorable Members:

The Town of Amherst has several stone structures along Main Street that are listed on the State and National Register of Historic Places. Earlier this year, one of these structures, specifically the west side Stone Entranceway at Smallwood Drive and Main Street was struck and damaged by a private vehicle. The Amherst Historic Preservation Commission has since inspected the damaged structure and specified the scope of work necessary for the repairs. With this scope of work, the Historic Preservation Commission obtained three separate quotes from three local masonry contractors in May 2022.

The least expensive of the three quotes was Morris Masonry Restoration, LLC with a price of $19,550.00. The Town insurance carrier received a check to cover the cost in August 2022. However, at that time, the cost of the project increased by $405 to $19,955.00. It is anticipated that the Town insurance carrier will seek to recover the additional $405.00 through another claim. In the interim, the funds from the insurance will be deposited into the Insurance account T3072-02770 and an additional $405.00 is requested from General Account Contingency to complete the repair. See Comptroller line item budget transfer for account T3072-04002.

Attached here is a resolution to authorize the Supervisor to execute a contract with Morris Masonry Restoration, LLC. to repair the critically damaged Historic Entranceway at Smallwood Drive and Main Street pending completion of the CRS procedure.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

JQ/
Att.
cc: Stanley Sliwa, Town Attorney

Attachment: HPC Stone Entrance Repair TB letter 090622 (RES-2022-885 : Masonry Repairs of Main Street & Smallwood Drive Entranceway

Morris
Masonry Restoration, LLC

441 Bailey Ave.
Buffalo, NY 14210
p 716-894-0102
f 716-894-8194
mmr@morrisrestoration.com

TO: James Quinn
TOA Planning Department
p. 631-7104
e. jquinn@amherst.ny.us

DATE: 08/22/22

Re: Main and Smallwood Stone Entry Repair Per Scope of Work 2-21-22 REVISED Amherst NY

Scope of Work

Section Description

We propose to furnish labor, materials, tools & equipment to perform the following scope:

Base Bid
- Scope items 1-9
  - Excludes 4 week completion time. Stone will have an 8 - 12 week lead time

Quotation:	**$19,955.00**

Alt #1 Clean Stone

Quotation:	**$3,145.00**

Alt #2 Repoint 25% of all stone mortar joints

Quotation:	**$4,155.00**

Alt #3 Remove and replace all crown mortar wash cap

Quotation:	**$2,075.00**

Alt #4 Install new wooden dowels where missing
- (8) in total

Quotation:	**$970.00**

Excludes: Sales tax
Permits
Removal, handling and/or disposal of hazardous materials
Winter heat & protection
Handling of power lines and electrical related equipment

This pricing will be held firm for 45 days.

MM

Attachment: HPC Stone Entrance Scope of Work 090622 (RES-2022-885 : Masonry Repairs of Main Street & Smallwood Drive Entranceway CRS

Attachment: HPC Stone Entrance Addendum to Contract 090622 (RES-2022-885 : Masonry Repairs of Main Street & Smallwood Drive

Consultant Major Exposure Addendum to Contract

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

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

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

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

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

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

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

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

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

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

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

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

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

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

Attachment: HPC Stone Entrance Addendum to Contract 090622 (RES-2022-885 : Masonry Repairs of Main Street & Smallwood Drive

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:

Morris Masonry Restoration LLC
Print Name of Company

By: _____
Signature

Matthew Morris
Printed name

Date: 8/31/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: HPC Stone Entrance Addendum to Contract 090622 (RES-2022-885 : Masonry Repairs of Main Street & Smallwood Drive

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: ~~Morris~~ Masonry Restoration LLC

Signature: _____

Print Name: Mathew Morris

Title: Vice President

Date: 8/31/22

Sworn To Before Me This

31 Day of August, 2022

Nancy J Malcomb
Notary Public

Nancy J Malcomb - Notary Public
State of New York, Niagara County
Commission expires Aug 21, 2026

Attachment: HPC Stone Entrance Addendum to Contract 090622 (RES-2022-885 : Masonry Repairs of Main Street & Smallwood Drive

APPENDIX E

Insurance Matrix

Please see following page

Attachment: HPC Stone Entrance Addendum to Contract 090622 (RES-2022-885 : Masonry Repairs of Main Street & Smallwood Drive

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26363 **RESOLUTION 2022-886** **ADOPTED**

Class Instructor/Sub-Contractor Commitment CRS#3550

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

9/6/2022
Consent

FINANCIAL IMPACT:

The cost of $25.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

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

Instructor Name: Susan Hodge Anner
(Payment/Check payable to same)

Address: 85 Red Oak Drive
Williamsville, NY 14221

Class/Activity: Acting Instructor
Creative Writing

This is a -5- year contract.

Start Date: September 9, 2022 Date executed below by the Town Supervisor

End Date: September 8, 2027

Rate per hr.: $25.00

Susan Anner, 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.

Susan Anner — Instructor/Leader Signature

8/3/22 — Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name _____ CRS#_____ Vendor Name _____

Contractor Commitment Form 2021

Attachment: Anner-08122022130320-0001 (RES-2022-886 : Class Instructor/Sub-Contractor Commitment CRS#3550)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26364 **RESOLUTION 2022-887** **ADOPTED**

Class Instructor/Sub-Contractor Commitment CRS#3551

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

9/6/2022
Consent

FINANCIAL IMPACT:

The cost of $25.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

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

Instructor Name: Jennifer May
(Payment/Check payable to same)

Address: 82 Moulton Avenue

Tonawanda, NY 14223

Class/Activity: Music Instructor

Laughter Yoga

This is a -5- year contract.

Start Date: October 1, 2022 Date executed below by the Town Supervisor

End Date: September 30, 2027

Rate per hr.: $25.00

Jennifer May, 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.

Jennifer May
Instructor/Leader Signature

8-1-22
Date

Brian J. Kulpa, Supervisor, Town of Amherst

Date

Contract Name _____ CRS# _____ Vendor Name _____

Contractor Commitment Form 2021

Attachment: May-08122022130037-0001 (RES-2022-887 : Class Instructor/Sub-Contractor Commitment CRS#3551)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26355 **RESOLUTION 2022-888** **ADOPTED**

Sourcewell Piggyback (Grassland) CRS #3548

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation) and Grassland Equipment & Irrigation Corp. for purposes of piggybacking off of the Sourcewell National Contract #031121-TTC.

9/6/2022
Consent

FINANCIAL IMPACT:

TBD

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

PURCHASING AGREEMENT

Let this document stand as an agreement between Grassland Equipment & Irrigation Corp. and the Town of Amherst permitting the Town of Amherst to participate in the purchase of Toro grounds maintenance equipment, attachments, and accessories with related services under the Sourcewell National Contract # 031121-TTC through April 30, 2025.

During the term of this agreement, Grassland Equipment & Irrigation Corp. agrees to invoice the Town of Amherst for all parts, materials and labor at the rates specified in the Sourcewell contract or at further discounted rates when such rates are part of a special being offered on certain parts or a special service package offered to Grassland Equipment & Irrigation Corp. customers. Labor rates are to follow New York State prevailing wage, and certified payroll must be submitted. It further being agreed that the prices set forth on Grassland Equipment & Irrigation Corp. invoices shall be the price charged and that no further attempts will be made to change or seek payment at a different price.

Agreed to and Accepted by:

GRASSLAND EQUIPMENT & IRRIGATION CORP.

By: _____
Signature

Chris Poggie
Printed Name

Vice President
Title

Date: 7/21/22

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

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

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

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

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

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

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

Attachment: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

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:

Grassland Equipment & Irrigation Corp.
Print Name of Company

By: _____
Signature

Bruce Lee Newman
Printed name

Date: April 25, 2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

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: Grassland Equipment & Irrigation Corp.

Signature: Bruce Lee Newman

Print Name: Bruce Lee Newman

Title: Corporate Secretary

Date: April 25, 2022

Sworn To Before Me This

25 Day of April, 2022

Bonita L. Slocum
Notary Public

BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2023

Revised 4.2017

Attachment: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

GRASEQU-01 SCOONRADT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2021

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

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

PRODUCER	CONTACT NAME:	
Aurora Incorporated 120 Broadway Albany, NY 12204	PHONE (A/C, No, Ext): (518) 449-3180	FAX (A/C, No): (518) 449-1182
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Erie Insurance Company	26263
INSURED	INSURER B : Erie Insurance Company of NY	16233
Grassland Equipment & Irrigation Corp 892-898 Troy Schenectady Road Latham, NY 12110	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		X Q61-0140677	10/15/2021	10/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		Q10-6540037	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	X		Q34-6570102	10/15/2021	10/15/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q94-5102459	10/1/2021	10/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WC310308: NY Part Two (Employers Liability): Unlimited

Certificate Holder is included as Additional Insured for General Liability with regard to the Named Insured's operations as per written contract, and subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Grassland Equipment & Irrigation Corp. 892-898 Troy-Schenectady Road Latham, NY 12110 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (518) 785-5841 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1460098
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Youth & Recreation Department Northtown Center at Amherst 1615 Amherst Manor Drive Williamsville, NY 14221	3a. Name of Insurance Carrier Erie Insurance Company 3b. Policy Number of Entity Listed in Box "1a" Q94-5102459 3c. Policy effective period 10/01/2021 to 10/01/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Andrew J. Kaufman
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 6/14/2022
(Signature) (Date)

Title: Licensed Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: (518) 449-3180

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: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

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: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
Grasslands Equipment & Irrigation Corp.
892-898 Troy Schenectady Road
Latham, NY 12110

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
(518) 785-5841

1c. Federal Employer Identification Number of Insured or Social Security Number
14-1460098

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
Mutual of Omaha Insurance Company

3b. Policy Number of Entity Listed in Box 1a
GMNY6X007E66-0001

3c. Policy Effective Period
10/01/2021 to 10/1/2022

4. Policy provides the following benefits:
- [x] A. Both disability and Paid Family Leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid Family Leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 6/2/2022 By Hana Rubin
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (800) 826-2966 Name and Title Hana Rubin, Disability Administrator

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

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

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

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

Additional Instructions for Form DB-120.1

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

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Attachment: Sourcewell Piggyback - Grassland (RES-2022-888 : Sourcewell Piggyback (Grassland) - CRS #3548)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26370 **RESOLUTION 2022-889** **ADOPTED**

Purchase Approval Amendment (Enersys)

Amend the purchase of ice resurfacer batteries from Enersys previously authorized via Resolution 2022-788 to allocate the funding as follows: KP 2220.2600: $52,300.00 and A 7253.2600: $4.014.00.

9/6/2022
Consent

FINANCIAL IMPACT:

KP 2220.2600: $52,300.00 and A 7253.2600: $4,014.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26303 **RESOLUTION 2022-890** **ADOPTED**

Artist Agreement (O'Connell) - CRS #3547

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Mary Kate O'Connell for music at the Basset Park Farmers' Markets.

9/6/2022
Consent

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
FAX 716-631-7036
www.amherst.ny.us

BRIAN J. KULPA
Supervisor
716-631-7032

JACQUALINE G. BERGER
Deputy Supervisor/ Councilmember

Councilmembers:
DEBORAH BRUCH BUCKI RN, PhD
SHAWN A. LAVIN
MICHAEL SZUKALA

O'Connell & Company Productions
Mary Kate O'Connell, Executive/Artistic Director
50 Charnwood Drive
Buffalo, NY 14215
716.907.3949
oconnellandco@aol.com

July 28, 2022

Dear Ms. O'Connell:
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: MaryKate O'Connell 716 907.3949

Mary Kate O'Connell, d.b.a. O'Connell & Company Productions, 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:
LOCATION: Bassett Park – 2022 Events
Agreed to and approved by:

Mary Kate O'Connell
Print Name

8/10/22
Date

Mary Kate O'Connell
Signature

DO NOT WRITE BELOW THIS LINE

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

Attachment: Mary Kate O'Connell (RES-2022-890 : Artist Agreement (O'Connell) - CRS #3547)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26362 **RESOLUTION 2022-891** **ADOPTED**

Equipment Purchases - Youth & Rec CRS #3548

Authorize purchase of the following pieces of equipment from Grassland, utilizing CRS #3548:

Baseball/Softball Field Groomer - $32,930.35
Wide Area Rotary Mower - $87,666.58
Multi-Machine Maintenance Vehicle - $22,347.01
Wide Are Rotary Field Striping Mower - $72,599.44
Grounds Utility Vehicle - Medium Duty - $14,162.97
Grounds Utility Vehicle - Heavy Duty - $36,990.14

9/6/2022
Consent

FINANCIAL IMPACT:

KP2220.2250: $51,153.11

KP2220.2600: $215,543.38

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

ıote Hydraulic Kit

GRASSLAND EQUIPMENT & IRRIGATION CORP. | TORO. Count on it. | VENTRAC

Sourcewell | OMNIA

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

QMS Quote #	Q98520
Date:	21-Jun-22
Inquiry Date:	
Prices Subject to Change	Prices Subject to Change
Estimated Delivery:	
Terms:	
F.O.B.	Delivered
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)631-7132

Email Contact: eguzdek@amherst.ny.us

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Gary Hughes
Cell Phone	(716)570-2267
Email	ghughes@grasslandcorp.com

Sourcewell / Toro Contract #031121-TTC
Omnia / Toro Contract #2017025

Qty	Model Number	Description	2022 Sugg. Retail Price	Contract Price	Extension
1	08743	Sand Pro 3040	$24,709.00	$19,273.02	$19,273.02
1	08714	Manual Blade (40 Inch)	$2,199.00	$1,715.22	$1,715.22
1	08734	Solid Tine Toolbar	$1,378.00	$1,074.84	$1,074.84
1	08766	Sport Field Edger	$5,242.00	$4,088.76	$4,088.76
1	08838	Midmount Toolbar System	$1,897.00	$1,479.66	$1,479.66
1	08751	QAS Tooth Rake	$2,072.00	$1,616.16	$1,616.16
1	08781	Rear Remote Hydraulic Kit	$2,711.00	$2,114.58	$2,114.58

Payment due on Delivery

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Return a Purchase Order and/or signed copy of this quote to Grassland Equipment within 30 days of the quote date to secure the not-to-exceed total. Regardless of any future price increase(s) that occur before the equipment delivery, Grassland will hold to the not-to-exceed total.

Customer Acceptance Date:

TOTALS		
Equipment Total @ MSRP		$40,208.00
Discount		($8,845.76)
Sub Total Equipment		$31,362.24
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	784.06
Fuel & Freight Charge	$	784.06
Not-to-exceed Total		**$32,930.35**
		$32,930.35

Gary A. Ishe
GRASSLAND EQUIPMENT

Attachment: Grassland Equipment Purchases (RES-2022-891 : Equipment Purchases - Youth & Rec)

GRASSLAND EQUIPMENT & IRRIGATION CORP. | TORO. Count on it. | VENTRAC

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

Sourcewell

OMNIA

QMS Quote #	Q98518
Date:	21-Jun-22
Inquiry Date:	
Prices Subject to Change	Prices Subject to Change
Estimated Delivery:	
Terms:	
F.O.B.	Delivered
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip: Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)631-7132

Email Contact: eguzdek@amherst.ny.us

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Gary Hughes
Cell Phone	(716)570-2267
Email	ghughes@grasslandcorp.com

Sourcewell / Toro Contract #031121-TTC
Omnia / Toro Contract #2017025

Qty	Model Number	Description	2022 Sugg. Retail Price	Contract Price	Extension
1	30609	Groundsmaster 4000-D (T4)	$106,101.00	$82,758.78	$82,758.78
1	30669	Universal Sunshade, White	$940.00	$733.20	$733.20

Payment due on Delivery

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Return a Purchase Order and/or signed copy of this quote to Grassland Equipment within 30 days of the quote date to secure the not-to-exceed total. Regardless of any future price increase(s) that occur before the equipment delivery, Grassland will hold to the not-to-exceed total.

Customer Acceptance Date:

TOTALS		
Equipment Total @ MSRP		$107,041.00
Discount		($23,549.02)
Sub Total Equipment		$83,491.98
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	2,087.30
Fuel & Freight Charge	$	2,087.30
Not-to-exceed Total		**$87,666.58**
		$87,666.58

Gary h. Gf

GRASSLAND EQUIPMENT

Attachment: Grassland Equipment Purchases (RES-2022-891 : Equipment Purchases - Youth & Rec)

ow Hydraulics

GRASSLAND EQUIPMENT & IRRIGATION CORP. | TORO. Count on it. | VENTRAC

Sourcewell

OMNIA

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

QMS Quote #	Q100886
Date:	21-Jun-22
Inquiry Date:	
Prices Subject to Change	Prices Subject to Change
Estimated Delivery:	
Terms:	
F.O.B.	Delivered
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip: Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)631-7132

Email Contact: eguzdek@amherst.ny.us

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Gary Hughes
Cell Phone	(716)570-2267
Email	ghughes@grasslandcorp.com

Sourcewell / Toro Contract #031121-TTC
Omnia / Toro Contract #2017025

Qty	Model Number	Description	2022 Sugg. Retail Price	Contract Price	Extension
1	72529	MULTI FORCE 26.5 HP Kohler CP EFI w/ 52" TF Deck	$15,176.00	$11,078.48	$11,078.48
1	78596	Power Broom (requires Low Flow and High Flow)	$5,096.00	$3,720.08	$3,720.08
1	78601	High Flow Hydraulics	$2,805.00	$2,047.65	$2,047.65
1	STB13759B	BOSS Dingo 4' Snow Blade	$437.00	$362.71	$362.71
1	MSC14780	4' Snow Blade(Boss) side kit	$1,022.40	$746.24	$746.24
1	MSC13950	Low Flow Hydraulics	$1,932.86	$1,410.99	$1,410.99
1	136-0513	Quick Attach			$263.93
1	133-5386	WHEEL WEIGHT KIT (MULTI FORCE 2016 and newer)			$527.87
2	133-4603	Snow Tires		$201.93	$403.86
1	133-1495	Strobe Flasher Light Kit (2016 and newer)			$202.39
1	133-1437	Light Kit (48", 52" and 60" 2016 and newer)			$582.89

Payment due on delivery

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Return a Purchase Order and/or signed copy of this quote to Grassland Equipment within 30 days of the quote date to secure the not-to-exceed total. Regardless of any future price increase(s) that occur before the equipment delivery, Grassland will hold to the not-to-exceed total.

Customer Acceptance Date:

TOTALS		
Equipment Total @ MSRP		$26,844.12
Discount		($5,561.25)
Sub Total Equipment		$21,282.87
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	532.07
Fuel & Freight Charge	$	532.07
Not-to-exceed Total		**$22,347.01**
		$22,347.01

Gary h. Hughes
GRASSLAND EQUIPMENT

Attachment: Grassland Equipment Purchases (RES-2022-891 : Equipment Purchases - Youth & Rec)

GRASSLAND EQUIPMENT & IRRIGATION CORP. | TORO. Count on it. | VENTRAC

Sourcewell | OMNIA

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

QMS Quote #	Q98519
Date:	21-Jun-22
Inquiry Date:	
Prices Subject to Change	Prices Subject to Change
Estimated Delivery:	
Terms:	
F.O.B.	Delivered
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip: Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)631-7132

Email Contact: eguzdek@amherst.ny.us

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Gary Hughes
Cell Phone	(716)570-2267
Email	ghughes@grasslandcorp.com

Sourcewell / Toro Contract #031121-TTC
Omnia / Toro Contract #2017025

Qty	Model Number	Description	2022 Sugg. Retail Price	Contract Price	Extension
1	30864	Groundsmaster 4300-D (T4)	$87,704.00	$68,409.12	$68,409.12
1	30669	Universal Sunshade, White	$940.00	$733.20	$733.20

Payment due on Delivery

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Return a Purchase Order and/or signed copy of this quote to Grassland Equipment within 30 days of the quote date to secure the not-to-exceed total. Regardless of any future price increase(s) that occur before the equipment delivery, Grassland will hold to the not-to-exceed total.

Customer Acceptance Date:

TOTALS		
Equipment Total @ MSRP		$88,644.00
Discount		($19,501.68)
Sub Total Equipment		$69,142.32
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	1,728.56
Fuel & Freight Charge	$	1,728.56
Not-to-exceed Total		**$72,599.44**
		$72,599.44

Gary A. Hughes
GRASSLAND EQUIPMENT

Attachment: Grassland Equipment Purchases (RES-2022-891 : Equipment Purchases - Youth & Rec)

GRASSLAND EQUIPMENT & IRRIGATION CORP. | TORO. Count on it. | VENTRAC

QMS Quote #	Q100886
Date:	21-Jun-22
Inquiry Date:	
Prices Subject to Change	Prices Subject to Change
Estimated Delivery:	
Terms:	
F.O.B.	Delivered
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

Sourcewell

OMNIA

To: Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)631-7132

Email Contact: eguzdek@amherst.ny.us

Salesman	Gary Hughes
Cell Phone	(716)570-2267
Email	ghughes@grasslandcorp.com

Sourcewell / Toro Contract #031121-TTC
Omnia / Toro Contract #2017025

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Qty	Model Number	Description	2022 Sugg. Retail Price	Contract Price	Extension
1	07235	Workman MDX	$15,570.00	$12,144.60	$12,144.60
1	07145	Brush Guard	$475.00	$370.50	$370.50
1	07389	Electric Lift Kit	$1,007.00	$785.46	$785.46
1	07278	Receiver Hitch	$241.00	$187.98	$187.98

Payment due on Delivery

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Return a Purchase Order and/or signed copy of this quote to Grassland Equipment within 30 days of the quote date to secure the not-to-exceed total. Regardless of any future price increase(s) that occur before the equipment delivery, Grassland will hold to the not-to-exceed total.

Customer Acceptance Date:

TOTALS		
Equipment Total @ MSRP		$17,293.00
Discount		($3,804.46)
Sub Total Equipment		$13,488.54
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	337.21
Fuel & Freight Charge	$	337.21
Not-to-exceed Total		**$14,162.97**
		$14,162.97

Gary M Hughes
GRASSLAND EQUIPMENT

Attachment: Grassland Equipment Purchases (RES-2022-891 : Equipment Purchases - Youth & Rec)

GRASSLAND EQUIPMENT & IRRIGATION CORP. | TORO. Count on it. | VENTRAC

Sourcewell | OMNIA

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

QMS Quote #	Q101525
Date:	21-Jun-22
Inquiry Date:	
Prices Subject to Change	Prices Subject to Change
Estimated Delivery:	
Terms:	
F.O.B.	Delivered
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To:
Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip: Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)631-7132

Email Contact: eguzdek@amhesrt.ny.us

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Gary Hughes
Cell Phone	716 570-2267
Email	ghughes@grasslandcorp.com

Sourcewell / Toro Contract #031121-TTC
Omnia / Toro Contract #2017025

Qty	Model Number	Description	2022 Sugg. Retail Price	Contract Price	Extension
1	07386	Workman HDX - 4WD (Kubota Gas)	$45,165.00	$35,228.70	$35,228.70

Payment due on delivery.

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Return a Purchase Order and/or signed copy of this quote to Grassland Equipment within 30 days of the quote date to secure the not-to-exceed total. Regardless of any future price increase(s) that occur before the equipment delivery, Grassland will hold to the not-to-exceed total.

Customer Acceptance Date:

TOTALS		
Equipment Total @ MSRP		$45,165.00
Discount		($9,936.30)
Sub Total Equipment		$35,228.70
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	880.72
Fuel & Freight Charge	$	880.72
Not-to-exceed Total		**$36,990.14**
		$36,990.14

Gary M. Ghughes
GRASSLAND EQUIPMENT

Attachment: Grassland Equipment Purchases (RES-2022-891 : Equipment Purchases - Youth & Rec)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26368 **RESOLUTION 2022-892** **ADOPTED**

Travel Approval

Authorize Brian Bush to travel to Reading, PA with a team from CIMCO sometime during the week of September 6-8, 2022 to observe the commissioning of a CO2 ice plant similar to what is being proposed for the Northtown Center.

9/6/2022
Consent

FINANCIAL IMPACT:

A 7253.4040: $320.10

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *REVISED 12/22/2021*

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Brian Bush	**9568**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1 Day during the week of 9/6/2022 - 9/9/2022		**Reading, PA**	**Observe the commissioning of a CO2 Ice Plant similar to the system that is proposed for the Northtown Center**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
1 # nights @ **$200.00**	**$200.00**	A7253-4040	
Meals:			
IRS Per Diem Per Day **$111.00**			
1st & Last Day of Travel @75%			
2 # Breakfasts @ **$13.00**	**$19.50**	A7253-4040	
2 # Lunches @ **$15.00**	**$22.50**	A7253-4040	
2 # Dinners @ **$26.00**	**$39.00**	A7253-4040	
2 # Incidentals @ **$5.00**	**$10.00**	A7253-4040	
Registration/Conference Fee			
Other			
Subtotal	**$291.00**		N/A
Contingency - 10% of subtotal or $200	**$29.10**		N/A
TOTAL	**$320.10**		

Request Approved By:

Mary Maria Bucci

Department Head Signature

August 22, 2022

Date

Town Board :

Date of Town Board Approval

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

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Request - Bush (RES-2022-892 : Travel Approval)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26371 **RESOLUTION 2022-893** **ADOPTED**

Food Truck Operator (Cheesy Chick) - CRS #3498

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Cheesy Chick LLC for participation in various Town of Amherst events.

9/6/2022
Consent

FINANCIAL IMPACT:

A 7145.01980: -$20.00 (revenue)

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

Attachment: Cheesy Chick (RES-2022-893 : Food Truck Operator (Cheesy Chick) - CRS #3498)

submitting at least a Certificate of Insurance OR an Accord 25 and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

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

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

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

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

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

Attachment: Cheesy Chick (RES-2022-893 : Food Truck Operator (Cheesy Chick) - CRS #3498)

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 link. 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).

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: **The Cheesy Chick LLC**

Contact: **Jon Rowan**

Address: **5385 Main Street Williamsville NY 14221**

Email Address: **cheesychickbuffalo@gmail.com** Phone: **716-238-3786**

Please give a Description of Services and/or Items to be sold:

Grilled Cheese, Mac-n-Cheese beverages

Attachment: Cheesy Chick (RES-2022-893 : Food Truck Operator (Cheesy Chick) - CRS #3498)

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.**

Attachment: Cheesy Chick (RES-2022-893 : Food Truck Operator (Cheesy Chick) - CRS #3498)

*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 liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All food truck operators are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst, General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 3/24/22

Signature of Town Supervisor _____ Date _____

Attachment: Cheesy Chick (RES-2022-893 : Food Truck Operator (Cheesy Chick) - CRS #3498)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 06/18/2022

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

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

PRODUCER	CONTACT NAME: Sam Walters	
Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	PHONE (A/C, No, Ext): (716) 631-0190	FAX (A/C, No): (716) 631-0198
	E-MAIL ADDRESS: cwalters@emsinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Simone Fancher-Rowan The Cheesy Chick, LLC Buffalo's Gotta Eat, LLC 4100 Faber Lane Clarence NY 14031-1905	INSURER A : Erie Insurance Company	26263
	INSURER B : Erie Insurance Company	26263
	INSURER C : Flagship City Insurance Company	35585
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2261710545 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		Q42-7150082	06/21/2022	06/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Q06-6930191	06/19/2022	06/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			Q307170054	06/21/2022	06/21/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q92-6500348	08/15/2021	08/15/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

Certificate Holder added as additional insured when required by written contract on a primary and non contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Cheesy Chick (RES-2022-893 : Food Truck Operator (Cheesy Chick) - CRS #3498)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Councilmembers
DOC ID: 26304

COMMUNICATION 2022-98 **REFERRED**

Canandaigua Niagara Falls Trailway Resident Comments

Comments and suggestions from residents regarding the Canandaigua Niagara Falls Trailway.

9/6/2022
Referred to Planning, Attorney and Engineering.

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

-------- Original message --------
From: Jacqui Koziol [redacted]
Date: 8/19/22 11:30 AM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Berger, Jacqualine" <jberger@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>
Subject:

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello!

Our community needs your support to keep the Peanut line nature trail in Amherst as a natural green space. There is a current push by a group emailing the Amherst Town board claiming that the majority of the community wants an asphalt path (which would also need to include safety fencing along the borders of the trail) instead of a nature trail. We are asking that you email the Amherst town board to let them know that our community is not in favor of another paved path (there are over 22 existing miles currently) and that we support protecting our green space and all its users.

The Peanut Line trail is a flat grassy trail that borders several Wetlands and crosses 2 streams. It is being used by bike riders in its current form as well as the local high school and college cross-country teams, walkers, dog walkers, joggers, trail runners, hikers, snowshoers, cross-country skiers, bird watchers and many plant and wildlife enthusiasts.

Construction of an asphalt path and safety fencing would impact the Wetland ecosystem and also make the area unsuitable for cross-country and trail running as well as snowshoeing and cross-country skiing due to the year round safety maintenance that would be required.

Please show your support for our community and let the Amherst Town board know that we are not in favor of paving the Peanut Line trail!

Sent from my iPhone

Attachment: COMMUNICATION Canandaigua Niagara Falls Trailway J Koziol redacted 20220906 (COM-2022-98 : Canandaigua Niagara Falls

-------- Original message --------
From: Connie Mulligan [redacted]
Date: 8/18/22 5:50 PM (GMT-05:00)
To: "Bucki, Debbie" <dbucki@amherst.ny.us>, friendsofthepeanutline@yahoo.com
Subject: Peanut Line Trail

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Bruch-Bucki,

My name is Connie Mulligan and my family of five and I have recently been made aware that there are advanced plans to install an asphalt path along what is currently the Peanut Line Trail.
This trail borders several wetlands and crosses 3 streams, and being used by bike riders in its current form as well as the local high school and college cross-country teams, walkers, dog walkers, joggers, trail runners, hikers, snowshoers, cross-country skiers, bird watchers and many plant and wildlife enthusiasts.
I am also aware that alternate plans for the Amherst Heritage and Conservation Trail have been submitted to the board and believe that these plans should be considered before an asphalt path since we as a community want to continue to support all uses of the path and protect the existing ecosystem and wildlife.
Recently awarded grants totaling more than 3.2 million dollars have been provided to the Town of Amherst to secure and make safe new bike lanes and sidewalks. Fiscal responsibility should cause members of the board to pause and reflect on requesting additional taxpayer funds in the form of grants to create a path that runs parallel to these projects.

I am writing this email to record that I am not in favor of paving the Peanut Line Trail.

Respectfully,
Connie Mulligan

Attachment: COMMUNICATION Canandaigua Niagara Falls Trailway C Mulligan redacted 20220906 (COM-2022-98 : Canandaigua Niagara Falls

-------- Original message --------
From: Tina Brice [redacted]
Date: 8/8/22 1:02 PM (GMT-05:00)
To: "Kulpa, Brian J." <bkulpa@amherst.ny.us>, "Berger, Jacqualine" <jberger@amherst.ny.us>, "Bucki, Debbie" <dbucki@amherst.ny.us>, "Lavin, Shawn A." <slavin@amherst.ny.us>, "Szukala, Michael" <mszukala@amherst.ny.us>
Subject: Peanut Line Nature trail

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

To the Amherst Town Board,

I am an Amherst resident whose property directly backs the Peanut Line nature trail. I am writing to voice my opinion on the current push by a bike riding group to pave a bike path down the Peanut line nature trail. I personally walk the Peanut line trail every day and snowshoe there in the winter. I also see bike riders using it regularly in its current form as well as the local High School cross-country teams, trail runners, dog walkers, joggers, bird watchers and plant and wildlife enthusiasts.

My main concern with placing an asphalt path is that the Peanut Line nature trail crosses 2 streams and borders a Wetland. This ecology supports a plethora of wildlife such as Muskrat, Deer, Frogs, Snakes, Birds, Snapping turtles, Monarch butterflies due to the milkweed that grows on the edge of the Wetland and many other species of plants and animals. If a pavement is placed for bike riders some type of fencing would also need to be placed along the areas where the ditches on the sides of the path are deeper, for their safety. This type of construction could dramatically affect the delicate Wetland ecosystem that exists and fragment the habitation of many of the species living there.

In addition to the effect on the Wetland ecosystem a pavement would also make the area unusable for trail and cross-country running and maintaining it during the winter months would prevent snowshoeing and cross-country skiing.

There are ways that the Peanut Line nature trail and surrounding green spaces could be enhanced, and educational opportunities offered, to expand the communities ability to use this green space for a variety of outdoor activities and support a more interactive connection between the community and the nature that exists without threatening the ecosystem of the area.

I believe that a non biased committee needs to be established to evaluate all proposed ideas for this green space to determine what is most beneficial for the entire community and the wildlife that exists there.

Sincerely,
Tina Brice
[redacted]
East Amherst, NY
14051

Attachment: COMMUNICATION Canandaigua Niagara Falls Trailway T Brice redacted 20220906 (COM-2022-98 : Canandaigua Niagara Falls

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Clerk
DOC ID: 26319

COMMUNICATION 2022-99 **REFERRED**

Notice of Claim: Lisa Hechmer Vs. Town of Amherst

9/6/2022
Referred to Town Attorney.

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

LISA HECHMER,

Claimant,

v.

TOWN OF AMHERST,

Respondent

NOTICE OF CLAIM

Index No.:

AUG22'22 PM 2:23 RCVD

TO: **Town of Amherst c/o Stanley Sliwa, Town Attorney**
5583 Main Street
Williamsville, NY 14221

PLEASE TAKE NOTICE, that the undersigned hereby makes this notice of claim in compliance with the applicable statutes of the State of New York:

1. The claimant here in is Lisa Hechmer who resides at [redacted].

2. The claimant here in is represented by law firm of Collins & Collins Attorneys, LLC, 267 North Street, Buffalo, NY 14201.

3. The subject claim is for personal injuries and associated medical and economic loss sustained by reason of the negligence and statutory violations of the respondent, Town of Amherst, by and through its agents, servants and/or employees.

4. The incident giving rise to the damages occurred on July 10, 2022 at approximately 4:30pm., when the claimant tripped and fell on a defect in the sidewalk along Glen Avenue within Glen Park as it abuts the bridge over Ellicott Creek as is exactly depicted in the photographs attached as Exhibit A hereto. As a result of the fall, the claimant suffered injuries including contusions of face, shoulder, and fracture of her right hand.

Attachment: DOC082322-08232022082442 (COM-2022-99 : Notice of Claim: Lisa Hechmer Vs. Town of Amherst)

5. The aforesaid incident was caused by the negligence and statutory violations of the respondent, Town of Amherst, by and through its agents, servants and/or employees. The negligence of the respondent includes, but is not limited to, failure to maintain its premises in a reasonably safe condition for park users, particularly in the area depicted in the photographs and described above.

6. As a result of the negligence of the respondent, Town of Amherst, claimant has sustained, among other injuries, contusions of the face, shoulder, and a facture to her right hand, along with medical expenses and lost wages.

7. The total sum claimed is in an amount to be determined by a jury and it shall include past and future pain and suffering, past and future lost wages, and past and future medical expenses.

DATED: July 28, 2022
Buffalo, New York

Lisa Hechmer
LISA HECHMER

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 28 day of July, 2022, LISA HECHMER being duly sworn, deposes and says that he is the Petitioner in this matter; that he has read the foregoing Notice of Claim and knows the contents thereof; that it is true to his personal knowledge, except as to matters stated to be upon information and belief, and as those matters he believes to be true.

Sworn to before me on this
28 day of July, 2022

Notary Public

SAMUEL J. CAPIZZI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CA4946707
Qualified In Erie County
Commission Expires February 6, 2023

Attachment: DOC082322-08232022082442 (COM-2022-99 : Notice of Claim: Lisa Hechmer Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Clerk
DOC ID: 26302

COMMUNICATION 2022-100 **REFERRED**

Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.

9/6/2022
Referred to Town Attorney.

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

15.3.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

THEODORE P. CURTIS
[redacted]

Plaintiff,

vs.

COUNTY OF ERIE
95 Franklin Street
Buffalo, New York 14202

ERIE COUNTY PARKS RECREATION
& FORESTRY
95 Franklin Street
Buffalo, New York 14202

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST HIGHWAY
DEPARTMENT
1042 N. Forest Road
Williamsville, New York 14221

Defendants.

Index No.

Plaintiff designates Erie County as the place of trial

The basis of venue is Plaintiff's residence

SUMMONS

Plaintiff resides in
[redacted]

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

15.3.a

DATED: Buffalo, New York
August 9, 2022

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
BRITTANY E. MORGAN, ESQ.
Attorneys for Plaintiff
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[BEM: 70434.0001]

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

15.3.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

THEODORE P. CURTIS,

Plaintiff,

vs.

COUNTY OF ERIE,
ERIE COUNTY PARKS RECREATION & FORESTRY,
TOWN OF AMHERST,
TOWN OF AMHERST HIGHWAY DEPARTMENT,

Defendants.

COMPLAINT

Index No.

Plaintiff, above named, by his attorneys, LIPSITZ GREEN SCIME CAMBRIA LLP, for his Complaint against the defendants, alleges:

AS AND FOR A FIRST CAUSE OF ACTION AGAINST THE DEFENDANTS, ABOVE-NAMED, THE PLAINTIFF, THEODORE P. CURTIS, ALLEGES:

1. The plaintiff, THEODORE P. CURTIS, at all times hereinafter mentioned, was and still is a resident of the [redacted] located within the County of [redacted] the [redacted]

2. Upon information and belief, the defendant, COUNTY OF ERIE, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

3. Upon information and belief, the defendant, ERIE COUNTY PARKS RECREATION & FORESTRY, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

4. Upon information and belief, the defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

5. Upon information and belief, the defendant, TOWN OF AMHERST HIGHWAY DEPARTMENT, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

6. Upon information and belief, at all times hereinafter mentioned, the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, were the owners of certain bike and walking path commonly known as the Ellicott Creek Bike Path a/k/a Ellicott Creek Trail Way, located in the Town of Amherst, County of Erie and State of New York.

7. Upon information and belief, at all times hereinafter mentioned, the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, by their agents, servants and/or employees, operated the aforesaid pathway.

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

15.3.a

8. Upon information and belief, at all times hereinafter mentioned, the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, by their agents, servants and/or employees, maintained the aforesaid pathway.

9. Upon information and belief, at all times hereinafter mentioned, the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, by their agents, servants and/or employees, managed the aforesaid pathway.

10. Upon information and belief, at all times hereinafter mentioned, the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, by their agents, servants and/or employees, constructed the aforesaid pathway.

11. Upon information and belief, at all times hereinafter mentioned, the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, by their agents, servants and/or employees, controlled the aforesaid pathway.

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

12. Upon information and belief, at all times hereinafter mentioned, the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, by their agents, servants and/or employees, designed the aforesaid pathway.

13. Upon information and belief, on or about the 18th day of June, 2021, the plaintiff, THEODORE P. CURTIS, while lawfully and properly riding his bicycle on the aforesaid pathway, on the northwest edge of the Ellicott Creek Bike Path, 57.4 feet to the southwest from the "0.4" mile marker as printed on the surface of the bike path, at GPS coordinates 42.996487 N and -78.762860 W, was caused to come in contact with a height differential between the bike path surface and the adjacent soil, including depression in that soil, resulting in serious injuries to the claimant.

14. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused as a result of the negligent, careless, reckless and/or unlawful conduct on the part of the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, by their agents, servants and/or employees, in the ownership, operation, maintenance, management, construction, control and design of the aforesaid pavement on the aforesaid premises, more particularly, among other things, in failing and omitting to make sure the pavement was even and contained a smooth transition from pavement to grass for individuals to traverse; and, among

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

15.3.a

other things, said negligence of the defendants, by their agents, servants and/or employees, was exhibited in defendants allowing and permitting the aforesaid pathway to be used when such was in an unsafe, dangerous, hazardous and defective condition, and in allowing and permitting it to be and remain in such condition, without warning plaintiff and others of its existence.

15. Upon information and belief, the aforesaid transition from pavement to grass, and the dangerous and hazardous condition created thereby, existed for a sufficient length of time to give both actual and constructive notice to the defendants, including notice by reasonable inspection.

16. Upon information and belief, the defendants, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, affirmatively created the dangerous and hazardous condition complained of herein.

17. As a result of the alleged incident, the plaintiff, THEODORE P. CURTIS, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expenses and may incur further medical expenses; was caused to be incapacitated from his usual activities and employment and may be further incapacitated.

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

15.3.a

18. Heretofore, and on or about the 15th day of September, 2021, a Notice of Claim was served on behalf of the plaintiff upon, COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT in duplicate, which Notice of Claim set forth the name and post office address of THEODORE P. CURTIS, claimant, the name and post office address of his attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, together with the items of damages and injuries then known to exist, and the said Notice of Claim was served upon COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, within ninety (90) days of the date upon which the claim arose. At least thirty (30) days have elapsed since the service of the Notice of Claim, as aforesaid, and COUNTY OF ERIE, ERIE COUNTY PARKS RECREATION & FORESTRY, TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT have failed and neglected to adjust or pay the said claim.

19. This action falls within one or more of the exceptions set forth in CPLR §1602.

20. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

Packet Pg. 346

15.3.a

WHEREFORE, the plaintiff demands judgment against the defendants, either jointly or severally, in the First Cause of Action in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and for such other, further or different relief as the Court may deem just and proper, together the costs and disbursements of the action.

DATED: Buffalo, New York
August 9, 2022

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
BRITTANY E. MORGAN, ESQ.
Attorneys for Plaintiff
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[BEM: 70434.0001]

Attachment: DOC081922-08192022092234 (COM-2022-100 : Summons and Complaint: Theodore P. Curtis Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26396 **RESOLUTION 2022-894** **ADOPTED**

Pre-Apprentice Program Agreement

Suspension to Town Board Agenda Item August 22, 2022

TO: **Town Board**

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

DATE: **September 6, 2022**

RE: **Pre-Apprentice Program Agreement**

WHEREAS, the Town and the Buffalo and Niagara County Building and Construction Trades Council have a mutual interest in encouraging young adults in the community to pursue careers in the construction trades so that they are gainfully employed and there is a sufficient supply of construction trades labor in the community; and

WHEREAS, the Town is establishing an eight (8) week (40 hours per week) construction trades pre-apprenticeship training program whereby it will hire young adults over the age of 18 on a seasonal or temporary basis to perform maintenance and repair work on Town-owned buildings located at the Buffalo Niagara Heritage Village located at 3755 Tonawanda Creek Road, Amherst, New York, to introduce them to the benefits of a career in the construction trades and provided them with hands on experience in the construction trades; and

WHEREAS, the Council has experience in running pre-apprenticeship training programs that would aid in the success of the pre-apprenticeship training program; and

WHEREAS, the Town desires that the Council conduct and oversee the training of participants in the pre-apprenticeship training program and the Council desires to do so;

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Town Supervisor to execute the Professional Services Agreement with the Buffalo and Niagara County Building and Construction Trades Council, pending the addition of "Schedule A", CRS approval, and perfection by all parties' attorneys.

9/6/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

$20,000

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF AMHERST AND THE BUFFALO & NIAGARA COUNTY BUILDING CONSTRUCTION AND TRADES COUNCIL

THIS AGREEMENT is entered into this ____ day of _____ 2022, by and between th**e TOWN OF AMHERST** (herein "Town"), a municipal corporation organized and existing under and by virtue of the laws of the state of New York and with offices and principal place of business at 5583 Main Street, Williamsville, New York 14221 and **THE BUFFALO & NIAGARA COUNTY BUILDING CONSTRUCTION AND TRADES COUNCIL** (herein "Council"), a labor organization existing under the laws of the state of New York with offices located at 168 Robinson Street, North Tonawanda, NY 14120. The Town and Council are referred to individually as "Party" and collectively as the "Parties."

WHEREAS, the Town and Council have a mutual interest in encouraging young adults in the community to pursue careers in the construction trades so that they are gainfully employed and there is a sufficient supply of construction trades labor in the community; and

WHEREAS, the Town is establishing an eight (8) week (40 hours per week) construction trades pre-apprenticeship training program (herein "PATP") whereby it will hire young adults over the age of 18 on a seasonal or temporary basis to perform maintenance and repair work on Town-owned buildings located at the Buffalo Niagara Heritage Village ("BNHV") located at 3755 Tonawanda Creek Road, Amherst, New York, to introduce them to the benefits of a career in the construction trades and provided them with hands on experience in the construction trades; and

WHEREAS, the Council has experience in running pre-apprenticeship training programs that would aid in the success of the PATP; and

WHEREAS, the Town desires that the Council conduct and oversee the training of participants in the PATP and the Council desires to do so;

NOW, THEREFORE, for good and valuable consideration, the Town and Council hereby enter into this **AGREEMENT** as follows:

1. The Council shall provide and oversee the pre-apprenticeship training of the PATP participants. The training will consist of hands on experience performing maintenance and repair work on Town-owned buildings located at the BNHV as more fully described in Schedule "A", which is attached hereto and made a part hereof (the "Work"). The Work shall be carried out by the Council in accordance with current industry standards and trade practices.

2. For the Work to be performed pursuant to this Agreement, the Council shall be paid an amount not-to-exceed Twenty Thousand ($20,000) Dollars, in the manner and at the rates set forth in Schedule "A", which is attached hereto and made a part hereof. Any costs exceeding $20,000 shall be paid by a grant received by the Council, and shall not be billed to the Town. Except as otherwise expressly stated in this Agreement, no payment shall be made by the Town to the Council for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Attachment: Pre Appr Prog Agreement (RES-2022-894 : Pre-Apprentice Program Agreement)

3. The Town and Council will agree upon the nature, scope, extent and schedule of any maintenance and repair work performed at Town-owned buildings located at the BNHV before any such work is performed.

4. The Council will provide all training to PATP. The Town will provide or pay for all materials for any maintenance and repair work performed at the Town-owned buildings located at the BNHV and pay for all associated direct costs, such as, but not limited to, the cost of dumpsters and their placement and removal and material delivery costs.

5. The Town and the Council will work together to publicize the PATP to eligible residents of the Town.

6. The Council shall not discriminate against any PATP participant because of age, religion or creed, color, disability, national origin, race, traits historically associated with race, ethnicity, sex, marital status, sexual orientation, veteran status, gender identity, domestic violence victim status, criminal history or other protected characteristic of family members or associates or any other characteristic protected from discrimination under federal or state law.

7. To the fullest extent permitted by law, the Council will defend, indemnify, and save and hold harmless the Town and the Buffalo Niagara Heritage Village of and from any and all suits, claims, actions, or causes of action of every name and description brought against the Town for or on account of any death, injury or injuries or damage received or sustained by any party or parties by or from negligence of the Council, its agents or employees, or arising from or related to the PATP or this Agreement. To the fullest extent permitted by law, The Town agrees that the Town will defend, indemnify, and save and hold harmless the Council of and from any and all suits, claims, actions or causes of action of every name and description brought against the Council for or on account of any death, injury or injuries or damage received or sustained by any party or parties by or from negligence of the Town or any of their officers, agents or employees or arising from or related to this Agreement.

8. Council 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: Council 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: Council 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 and BNHV from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

Attachment: Pre Appr Prog Agreement (RES-2022-894 : Pre-Apprentice Program Agreement)

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

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

9. 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.

10. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Council 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.

11. 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 Council 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.

12. This Agreement will terminate on December 30, 2022, and may be terminated earlier by either Party upon 30 days' written notice to the other.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any term of this Agreement or any application thereof is adjudged invalid or unenforceable, the remainder of this Agreement and any other application thereof shall not be affected but shall remain in effect. This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein, and any prior or contemporaneous agreement or understanding shall have no effect. This Agreement shall not be modified or amended except by a writing signed by the party against whom enforcement of the modification or amendment is sought.

Attachment: Pre Appr Prog Agreement (RES-2022-894 : Pre-Apprentice Program Agreement)

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Town Supervisor

Date:

THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF BUFFALO, NEW YORK AND VICINITY

By:_____
Paul Brown, President

Date:

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Schedule "A"
Scope of Work

- 8 week program (40 hours per week)
- $85.00 per hour for one instructor provided by the Council
- Town will hire approximately 5 seasonal or temporary employees as "pre-apprentices"
- Council shall coordinate with BNHV's Skilled Preservation Carpenter to ensure compliance with BNHV requirements.
- The Council shall provide all necessary tools and equipment required to complete the work, including but not limited to ladders and scaffolding and shall train the "pre-apprentices" on the proper use and care of such tools and equipment.

Cedar Shingle Roof Replacement

Replacement of the existing shingle roofs on four historic buildings: Lavocat House, Brewer's House, Schmitt Homestead House, and Bigelow House. Work will include, removal of existing cedar shingle roof down to wood deck or skip-boards, replacement of rotten wood substrates and installation of new roofing system including hand-split shakes with applicable cedar breather mat, soffit and ridge venting, etc.

Additional Work

In the event that the Cedar Shingle Roof Replacement project is completed or anticipated to be completed prior to the end of the 8 week program, the Council and the Town [Director of Facilities] shall meet and endeavor to determine an additional Town project(s) which would be suitable for pre-apprentice participation, and the pre-apprenticeship training program shall continue on such additional agreed upon project(s) until the conclusion of the 8th week.

Attachment: Pre Appr Prog Agreement (RES-2022-894 : Pre-Apprentice Program Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 09/06/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26397 **RESOLUTION 2022-895** **ADOPTED**

Settlement of Litigation Matter - Micro-Link, LLC V. Town of Amherst

Suspension to Town Board Agenda Item August 22, 2022

TO: **Town Board**

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

DATE: **September 6, 2022**

RE: **Settlement of Litigation Matter**
Micro-Link, LLC v. Town of Amherst

WHEREAS, on February 10, 2000, the Town of Amherst entered into a contract with Micro-Link, LLC (Micro-Link) to perform certain work and services in connection with the operation of the Town's Wastewater Treatment Plant (Plant); and

WHEREAS, the term of that contract commenced on February 10, 2000 and terminated on February 9, 2003, but was renewal for the term of February 10, 2003 through February 9, 2006; and

WHEREAS, the Town terminated that agreement as of February 9, 2006; and,

WHEREAS, on December 29, 2006, Micro-Link forwarded an invoice for payment in the amount of $504,782.14, said invoice having never been paid; and

WHEREAS, in August of 2007, Micro-Link commenced a breach of contract suit against the Town of Amherst demanding $573,400.11 as payment for all outstanding invoices and additionally late fees from December 29, 2006 at 18% per year until that invoice was paid, in full; and

WHEREAS, the initial breach of contract suit by Micro-Link also demanded reasonable attorney's fees, costs and expenses for bringing the breach of contract action; and

WHEREAS, in response, the Town denied liability and counterclaimed in the amount of $617,009.00 based upon its contention that Micro-Link breached the aforementioned contract and that the Town overpaid Micro-Link pursuant to the contract, said sum determined by an audit completed by the New York State Comptroller's Office; and

WHEREAS, the matter has been in litigation since August 2007 with multiple trips to the Supreme Court, Appellate Division, Fourth Department; and

WHEREAS, the matter finally came to be heard and tried before the Honorable Timothy J. Walker, J.S.C. Supreme Court, Erie County and a jury with trial proof commencing on June 13, 2022; and

WHEREAS, the jury reached a verdict on July 1, 2022 awarding Micro-Link the amount of [redacted]; and

WHEREAS, despite this verdict, there are a number of issues outstanding between the parties, including but not limited to: (1) whether there should be any late charges associated with the invoice dated December 29, 2006; (2) whether there should be any pre-verdict interest awarded against the Town; (3) whether there should be any post-verdict interest awarded against the Town; and, (4) whether reasonable litigation costs, including attorney's fees, should be awarded against the Town; and

WHEREAS, the Town Board having been apprised of the status of this matter at Executive Sessions held on July 11, 2022, July 25, 2022, August 8, 2022, and August 22, 2022, and having heard the details and the issues involved in the verdict from Town Attorney Stanley J. Sliwa, Esq., and the Town's outside counsel, Marc W. Brown, Esq., of Goldberg Segalla; and

WHEREAS, the Town Board granted authority to the Town Supervisor to settle this matter within a specific range; and

WHEREAS, on August 30, 2022, Town Supervisor, Brian J. Kulpa, appeared before Justice Walker together with Senior Deputy Town Attorney Martin A. Polowy, Esq. and Marc W. Brown, Esq.; and, Micro-Link having appeared through its attorney, R. Anthony Rupp, III, Esq.; and

WHEREAS, the parties through counsel and with the assistance of Justice Walker reached a resolution of all issues involved in this matter, the settlement terms and conditions set forth by the parties' attorneys on the record;

BE IT IS RESOLVED, that the Town Board authorizes the Town Attorney to settle the Micro-Link matter in the amount of [redacted], on the terms and conditions set forth on the record before Justice Walker; and

BE IT FURTHER RESOLVED, that the Town's Attorneys are to prepare any and all documents needed to finalize the settlement of this matter; and

BE IT FURTHER RESOLVED, the Town Board hereby authorizes the Town Supervisor, Brian J. Kulpa, to execute any and all documents needed to effectuate settlement in this matter once they are approved for by the Town Attorney.

9/6/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Supervisor Kulpa and unanimoulsy approved 5-0.

FINANCIAL IMPACT:

tbd

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