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, November 22, 2022 **7:00 PM** **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Councilmember Lavin

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on November 22, 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	
Martin A. Polowy	Town of Amherst	Senior Deputy Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Daniel J. Ulatowski	Town of Amherst	Assistant Planning Director/ZEO	Present	
Angela Rossi	Town of Amherst	Director of Economic Development	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Laurie Stillwell	Town of Amherst	Director of Community Development	Present	

V. MINUTES APPROVAL

1. Monday, November 07, 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 2022-896

Local Law Amending Chapter 175, Taxation

Public Hearing with respect to a Local Law Amending Chapter 175, Taxation, adding Article XII, Agricultural Districts, Exemptions.

9/19/2022
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 7:11 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the October 3rd Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:12 PM.

10/3/2022
A motion to adjourn the hearing until the October 17th Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Szukala and unanimously approved 4-0.

10/17/2022
A motion to adjourn the hearing until the October 24th Town Board meeting was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

10/24/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was opened at 7:02 PM.

Bob Gilmour, representing Spoth Farms, spoke.

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing to the November 7th Town Board meeting, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was adjourned at 7:16 PM.

11/7/2022
A motion to adjourn the hearing until the November 22nd Town Board meeting was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

11/22/2022
A motion to adjourn the hearing until the December 12th Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/12/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

2. Resolution 2022-1131

Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) for Text Amendments to SC - Shopping Center District, Parking Requirements and Service Station Use Standards

A public hearing regarding the proposed Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) for Text Amendments to SC - Shopping Center District - Parking Requirements and Service Station Use Standards, ZTA-2022-04.

11/22/2022
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 7:02 PM.

Daniel Ulatowski, Assistant Planning Director, presented.

The following speaker addressed the Town Board:
Attorney Sean Hopkins on the behalf of Ciminelli Real Estate Corporation

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:24 PM.

RESULT:	**HEARING CLOSED**

3. Resolution 2022-1132

Acquisition by Eminent Domain of Boulevard Mall Parcels

NOTICE OF PUBLIC HEARING PURSUANT TO ARTICLE 2 OF THE NEW YORK STATE EMINENT DOMAIN PROCEDURE LAW IN CONNECTION WITH THE PROPOSED ACQUISITION OF THE BOULEVARD MALL PARCELS IN THE TOWN OF AMHERST, NEW YORK, IN CONNECTION WITH THE TOWN OF AMHERST'S BOULEVARD CENTRAL DISTRICT URBAN RENEWAL PLAN

NOTICE IS HEREBY GIVEN THAT, pursuant to Article 2 of the New York State Eminent Domain Procedure Law ("EDPL"), the Town Board of the Town of Amherst (the "Town Board") will hold a public hearing on the 22nd day of November, 2022 at 7:00 p.m., local time, at the Municipal Building (Town Hall) located at 5583 Main Street, Williamsville, New York 14221, to outline and/or describe the proposed acquisition by the Town of certain parcels of property located in the Town of Amherst, New York (the "Town"), hereafter known as the "Property", which consist of the following properties and/or a portion thereof:

No.	Address/Street	Tax Map Number
1.	1269 Niagara Falls Blvd	54.03-1-24.4
2.	1267 Niagara Falls Blvd	54.03-1-24.22
3.	3891 Maple Rd	54.03-1-14
4.	3893 Maple Rd	54.03-1-13
5.	1265 Niagara Falls Blvd	54.03-1-24.21
6.	1261 Niagara Falls Blvd	67.06-1-1.111
7.	1261 Niagara Falls Blvd	67.06-1-1.111/A
8.	1167 Niagara Falls Blvd	67.06-1-39
9.	1185 Niagara Falls Blvd	54.03-1-23.1
10.	300 Almeda Avenue	54.03-1-12.1

The Town has proposed to acquire the Property for the following public purpose(s): as further set forth in the Town of Amherst's Boulevard Central District Urban Renewal Plan, adopted October 24, 2022 (the "Urban Renewal Plan"), the Boulevard Mall is a main driver of economic underdevelopment, underutilization, declining property valuations and assessments, as well as stagnation and blight within the Urban Renewal Area. Thus, the Town Board has determined that the Property specifically, should be redeveloped to eliminate that blight, and should be transformed into a walkable, mixed-use, transit-oriented development that is capable of acting as a community center for both the Town and the greater Buffalo region. Redevelopment of the Property is intended to: (i) improve the quality and appearance of non-residential development within the Town; (ii) encourage reinvestment and capital investment (public and private) in commercial corridors and residential neighborhoods within the Town; (iii) further the Town's plans of establishing a Town-wide network of parks, open spaces, and greenway corridors; and (iv) establish site control of the Boulevard Mall Parcels, which is a necessary and integral step towards furthering and realizing the land use and other development goals set forth in the Urban Renewal Plan and the Town of Amherst's Bicentennial Comprehensive Plan, as specifically applied to the Boulevard Mall Parcels and/or the Boulevard Central District Urban Renewal Area as a whole.

Acquisition of the above-described Property will include acquisition of land, buildings and other improvements, if any, situated thereon; and all other real property interests of any kind or nature. There are no viable alternate locations for the proposed public project because the Urban Renewal Plan only contemplates and authorizes the redevelopment of a

geographically limited and specifically delineated area of the Town (the Boulevard Central District Urban Renewal Area, of which the Property is a part), with that area both currently exhibiting blight and being centrally located on a main thoroughfare and commercial corridor in the Town, such that the redevelopment of that area is most likely to further the purposes of the Urban Renewal Plan described above.

The public hearing is intended to inform the property owner(s) and the public about the proposed acquisition of the above-described Property and to outline and review the public use, benefit and purpose to be served by the proposed redevelopment of those parcels pursuant to the Urban Renewal Plan. The property owner(s) and public are invited to attend the public hearing and to present oral and/or written statements or other documents concerning this matter.

Please be advised that pursuant to Article 2 of the EDPL, any property owners who may subsequently wish to challenge condemnation of their property via judicial review may do so only on the basis of issues, facts and objections raised at such hearing.

For additional information, please contact Daniel Howard, Planning Director, Town of Amherst, Town Hall, 5583 Main Street, Williamsville, New York 14221; Telephone (716) 631-7051.

11/22/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:24 PM.

Daniel Spitzer on the behalf of the Town of Amherst, presented.

The following speakers addressed the Town Board:
Attorney Paul Notaro spoke on the behalf of the owner of Premier Car Care
Joe Voytovich, 35 Bucyrus Dr. - information on the Urban Renewal Plan

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:47 PM.

RESULT:	**HEARING CLOSED**

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2022-1133

SEQR Determination 1400-1404 & 1408-1416 Sweet Home Road, Z-2022-02

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Section 104, as amended, the 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 be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 1400-1404 & 1408-1416 Sweet Home Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

11/22/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

2. Resolution 2022-1078

Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet Home Road, Z-2022-02)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 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 September 22, 2022, that the proposed rezoning from Research and Development District (RD) to the Center 8 District (CTR-8) at 1400-1404 & 1408-1416 Sweet Home Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

11/7/2022
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 7:11 PM.

Attorney Sean Hopkins presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the November 22nd Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:18 PM.

11/22/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0

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

3. Resolution 2022-1134

SEQR Determination Zoning Ordinance Amendment - SC- Shopping Center District, Parking Requirements and Service Station Use Standards

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 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 be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed the proposed changes to the Zoning Ordinance relating to changes within the SC- Shopping Center District, Parking Requirements and Service Station Use Standards, and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

11/22/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

4. Resolution 2022-1135

Adoption of Local Law to Amend the Zoning Ordinance (Revisions to SC-Shopping Center District, Parking Requirements and Service Station Use Standards, ZTA-2022-04)

Adoption of Local Law to Amend the Chapter 203
(Zoning Ordinance) of Town Code
(ZTA-2022-04)

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

RESOLVED, that pursuant to NYS Town Law Sections 263 and 264, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 20, 2022 that the proposed amendments to Chapter 203 (Zoning Ordinance) are consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with section 8-5-5 of the Zoning Ordnance

1. The proposed text amendments are consistent with the remainder of the Zoning Ordinance, including, specifically, the following objectives as found in Section 1-2-2:

   To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development; and

   To provide adequate open spaces for light air and outdoor uses to include public, common and private open space areas; and

2. The proposed text amendments do present a new idea not considered in the existing Ordinance, or represent a revision necessitated by changing circumstances over time; and

3. The proposed text amendments correct some errors in the Ordinance; and

4. The proposed text amendments do not revise the Ordinance to comply with state or federal statutes or case law; and

5. The proposed text amendments advance the public health, safety or welfare and are consistent with the Zoning Ordinance; and

6. The proposed text amendments are generally consistent with the policies of the Comprehensive Plan and advance public health safety and welfare, now therefore be it

RESOLVED, that in accordance with Section 203-8-5-4 of the Town Code (Zoning Ordinance), the Town Board adopts Local Law (#) to amend Chapter 203 (Zoning Ordinance).

11/22/2022

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment removes the definition of Surgical Center/Treatment Facility, adds inclusive of service vans to 6-4-10 B(4) and removes Surgical Center/Treatment Center from 7-1-6. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

Board Appointments - Amherst Conservation Advisory Council, Board of Ethics, Historic Preservation, IDA, Planning, Recreation, Recycling & Waste, Traffic Safety and the Zoning Board of Appeals.

NOTE - The number of vacancies is listed after the Committee name.

1. **9/11 Commemoration Committee**

   Membership is unlimited.

2. **Amherst Committee on Disabilities (5)**

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 7:55 PM.

The following speakers addressed the Town Board:
Cheryl Meyer, 90 Willowbrook Dr. - Ellicott Creek dam
Joseph Carden, 45 Danbern Ln. - Ellicott Creek dam
Tom Frank, 5403 Main St. - Amherst Central Park

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was closed at 8:20 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BERGER:

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

1. Resolution 2022-1136

Appointment to Amherst Youth Board

WHEREAS, the Amherst Youth Board, AYB, is an organization offering varied services in support of children, youth and families living in the Town of Amherst. Chartered by the Amherst Town Board and New York State Executive Law, the agency is governed by a policy-making board of 23 citizen volunteers, comprising both adults and youth; and

WHEREAS, members are appointed by the Amherst Town Board for three-year terms, meet monthly and participate in decisions affecting programming, policies, funding and public relations for youth programs and services; and

WHEREAS, Gia Panesar, a student in the Town of Amherst, has expressed interest in serving the Amherst Youth Board.

NOW, THEREFORE, BE IT RESOLVED that Gia Panesar be appointed to the Amherst Youth Board for terms to end on December 31, 2024.

11/22/2022
Consent

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

E. COUNCILMEMBER SZUKALA:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-1137

2023 Fire Protection District Contracts - TOA/VOW (CRS#S 3723-3728 (TOA) and 3715-3721 - VOW)

AGENDA ITEM : NOVEMBER 22nd, 2022

TO: **Town Board**

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

DATE: **November 16, 2022**

RE: **2023 Fire Protection District Contracts:**
***Fire Protection District No. 1 - Autumn Harvest (CRS#3728)**
***Fire Protection District No. 2 - Lamm Post (CRS#3727)**
***Fire Protection District No. 3 - Lehn Springs (CRS#3726)**
***Fire Protection District No. 4 - Mill Street (CRS#3725)**
***Fire Protection District No. 15 - Park Club (CRS#3724)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#3723)**
*** ***

Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#3715)
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#3720)**
***Fire Protection District No. 14 - Main Transit Fire Department, Inc. (CRS#3718)**
***Fire Protection District No. 10 - North Amherst Fire (CRS#3721)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#3717)**
***Fire Protection District No. 13 - East Amherst Fire (CRS#3716)**
***Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#3719)**

Kindly schedule a Public Hearing for December 12, 2022 at 7:00 p.m. to approve the above-referenced Fire Protection District Contracts for the 2023 calendar year.

Attached for your review are the amounts due to each Fire Protection District pursuant to the 2023 adopted budget for each Fire Protection District (Town of Amherst/Village of Williamsville) for fire services provided.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk *(w/attachment,* **Agenda Item : November 22, 2022**)

11/22/2022
Consent

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

2. Resolution 2022-1138

2023 Penflex Service Fee Agreements (CRS#S 3729-3735)

AGENDA ITEM : NOVEMBER 22ND, 2022

TO: Town Board

FROM: Martin A. Polowy, Esq., Senior Deputy Town Attorney

DATE: November 16, 2022

RE: Service Award Program : Service Fee Agreements

***Ellicott Creek Fire Protection District No. 9 (CRS #3730)**
***Getzville Fire Protection District No. 11 (CRS #3731)**
***Main Transit Fire Protection District No. 14 (CRS #3732)**
***North Amherst Fire Protection District No. 10 (CRS #3733)**
***North Bailey Fire Protection District No. 19 (CRS #3734)**
***East Amherst Fire Department (CRS #3729)**
***Swormville Fire Department (CRS #3735)**

Kindly adopt a resolution approving the attached Service Award Agreements with respect to each respective fire department/fire protection district and authorize the Supervisor to execute the agreements pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:NMB:hs
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, **Agenda Item: November 22, 2022**)

11/22/2022
Consent

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

3. Resolution 2022-1139

Purchase of 1777 Dodge Road (Bongiovanni to TOA) (CRS #3598)

AGENDA ITEM : NOVEMBER 22nd, 2022

TO: Town Board

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

DATE: November 16, 2022

RE: Purchase of 1777 Dodge Road
Bongiovanni to Town of Amherst (CRS #3598)

Resolution 2022-839 (Town Board Meeting - 8.24.2022) authorized the above purchase of property located at 1777 Dodge Road in the amount of $50,000 allocated to a Trust account (T3030.2700 - Open Space).

Kindly authorize an additional expenditure not to exceed $5,000.00 allocated to the same account (T3030.2700 - Open Space) to cover closing costs inadvertently not included in the amount initially requested.

Thank you.

NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - November 22, 2022**)
Daryl C. Bramer, CPA, Town Comptroller
Lynda Juul, Director of Finance

11/22/2022
Consent

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

B. TOWN CLERK:

1. Resolution 2022-1140

Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740

BE IT RESOLVED, that the Town Board authorizes the purchase of: a DS64i-INT3SE Folder-Inserter Machine for the Town Clerk's Office in the amount of $9,623.25. The machine will be purchased from Quadient Inc.

BE IT FURTHER RESOLVED, that the Town Board authorizes the purchase of an Annual Maintenance Agreement for the Folder-Inserter Machine in the amount of$1,612.80 from Lineage.

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Town Clerk's Office to issue a Purchase Order to complete the purchase from Quadient Inc. for one Folder-Inserter Machine and an Annual Maintenance Agreement from Lineage. Approval is pending successful completion of the Contract Routing System.

11/22/2022
Consent

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

2. Resolution 2022-1141

New Firefighter for Swormville Fire Company

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

Nick W Planty
8701 Stahley Rd
East Amherst, NY 14051

11/22/2022
Consent

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

C. ASSESSOR:

1. Resolution 2022-1142

Contract Amendment (GAR Confidentiality Agreement) (CRS #3706) Original Contract - RFP #202203 Real Property Assessment Project (CRS #3569/CMS #3323)

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the Contract Routing System.

Thank you.

11/22/2022
Consent

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

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2022-1143

Year End Budget Transfers

To facilitate the closing of the books for 2022, I am requesting approval from the Town Board to move budgeted funds within the same department with department head approval without coming back to the Town Board for approval.

Additionally, I am requesting to include accounts such as health insurance, utilities, etc., within the current operating budgets of the Town. This will allow us to prepare for the year end audit.

This does not include budget transfers from contingency accounts or budget amendments.

11/22/2022
Consent

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

2. Resolution 2022-1144

Budget Transfers and Amendments

November 22, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 11/16/2022
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:***
A1430.1000 Personnel - Personal Services $8,360.43 A1430.8030 FICA $639.57	A1430.2100 Furniture, Desks, Chairs $9,000.00
To transfer funds for the replacement of conference chairs, office workstations, chairs, and file systems.	
KP2136.4972 Construction Expense $11,495.49	KP2136.2150 Building Improvements $11,495.49
To transfer funds for KP2136 WPCF Building & Equipment Infrastructure Phase 3.	
KP2215.4972 Construction Expense $40,944.50	KP2215.2600 Other Equipment $40,944.50
To transfer funds within KP2215 Golf Course Improvements for purchase on twin post lift, express grinder and bed knife grinder.	
N2063.4000 CDBG Mortgage Assist. LMI $150,273.00 N2038.4000 CDBG Family Justice Center $1,088.00 N2059.4000 CDBG Business Outreach $16,800.00 N2025.1000 CDBG Admin. $65,025.55 N2025.8030 CDBG Admin. $4,974.45 N2056.4000 CDBG WNY Independent Living $7,237.80 N2065.4000 CDBG Center for Elder Law $40,000.00 N2058.4000 CDBG AMH Y&R Summer Camp $29,879.69 N2057.4000 CDBG Senior Services for COVID $20,000.00	N2067.4000 Senior Center Improv. $147,000.00 N2068.4000 Northwest Comm. Ctr. $115,153.49 N2066.4000 Meals on Wheels $73,125.00
To transfer funds for Res 2022-1113 amendments to the 2020 Action Plan for Community Development.	

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
N2244.02785 Cheek. Housing Rehab - PI $30,528.00 N2249.02785 Cheek. Home Admin - PI $3,392.00	N2244.4000 Contractual $30,528.00 N2249.4003 10% Admin $3,392.00
To recognize Community Development program income from 241 Parker Ave, Cheektowaga.	
N2223.02785 CDBG & VG- PI $170.00	N2223.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
N2223.02785 CDBG & VG- PI $8,950.32 N2255.02785 Amherst HOME Rental- PI $2,237.58	N2223.4000 Contractual $8,950.32 N2255.1000 Personal Services $2,078.57 N2255.8030 FICA $159.01
To recognize Community Development program income from 52 Garden, Williamsville.	
N2223.02785 CDBG & VG- PI $7,872.50 N2255.02785 Amherst HOME Rental- PI $1,968.13	N2223.4000 Contractual $7,872.50 N2255.1000 Personal Services $1,828.27 N2255.8030 FICA $139.86
To recognize Community Development program income from 172 Meadow, Williamsville.	
N2255.02785 Amherst HOME Rental- PI $6,719.29 N2254.02785 Amherst Home Admin- PI $746.59	N2255.4000 Contractual $6,719.29 N2254.4003 10 % Admin $746.59
To recognize Community Development program income from 171 E. Royal, Williamsville.	
N2250.02785 Tonawanda HOME- PI $4,500.00 N2253.02785 Tonawanda Admin- PI $500.00	N2250.4000 Contractual $4,500.00 N2253.4003 Admin $500.00
To recognize Community Development program income from 773 Loretta, Tonawanda.	
N0001.20080 CDBG Income 20/21 $95,000	N2068.4000 Northwest Comm. Ctr. $95,000
To set up the budget for Northwest Community Center for Res 2022-1113 amendment to 2020 Action Plan for Community Development.	

11/22/2022

Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2022-1145

Contract Extension - Bid #2020034 Walk Off Mats - CRS #3699 (Orig. CRS/CMS #2354/2387)

WHEREAS, Cintas Corporation has agreed to extend their contract for Bid #2020034 Town Wide Walk Off Mats, CRS #3699 (Original CRS/CMS #2354/2387);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Cintas Corporation for the period January 19, 2023 through January 18, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Cintas Corporation.

11/22/2022
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

1. Resolution 2022-1146

Ambulance Contract Extension ID 436 CRS #3737 (Original CRS-CMS #470-701)

WHEREAS, Resolution 2017-1195 awarded the Ambulance Contract to Twin City Ambulance for a period of three (3) years from 1/1/2018 to 12/31/2020 with an additional two (2) year automatic renewal through 2022; and

WHEREAS, the Emergency Medical Services Board recommends that the Town of Amherst extend its contract with Twin City Ambulance for one (1) additional year; and

WHEREAS,the cost to the public will not change and as ever the safety of the community will always be of utmost importance; and

NOW THEREFORE BE IT RESOLVED the Town of Amherst approves the extension of the Intermunicipal Agreement with the Towns of Amherst, Clarence, Newstead, Villages of Akron and Williamsville, fire districts of Clarence, Eggertsville and Snyder to extend the existing ambulance service contract award to Twin City Ambulance for a one (1) year term starting 1/1/2023 to 12/31/2023; and

BE IT RESOLVED that said extension of award is contingent on all other municipalities approving said contract extension;

BE IT FURTHER RESOLVED upon the above conditions being met, the Supervisor is hereby authorized to execute said contract extension after successful completion of the contract routing process.

11/22/2022
Consent

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

K. ENGINEERING:

1. Resolution 2022-1147

Payment Authorization Purchase of Security Camera Hard Drives Digital Surveillance Solutions

The Engineering Department, WPCF division is requesting that the Town Board authorize the Comptroller's Office to pay invoice #AWW102622 in the amount of $1,332.68 based on NYS OGS Contract PT68787 pricing for the new hard drives for the Plant's security cameras. During the course of a recent camera install, Digital Surveillance Solutions had fully tested the Plant's entire security system and was able to determine the hard drives within the ExacServer are failing after years of service and causing system outages and shut downs. As such, we are requesting approval of this invoice to rectify the situation and stabilize the system.

Funds for this request will be available in G9916-2130.

Thank you for considering this request.

11/22/2022
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2022-1148

Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company CRS #3697

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the County of Erie - Plow Parts and Winter Highway Materials contract with Northern Supply Company, Inc for plow replacement parts.

The Erie County and Northern Supply Company is Bid Reference #222226-004, for plow replacement parts. Contract term is 09/01/22 through 08/31/2023.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #3697) and the approval of the Town Attorney.

11/22/2022
Consent

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

2. Resolution 2022-1149

Approval of Agreement - State University of New York at Buffalo CRS #3709

The Highway Department requests authorization to allow the Supervisor to sign the agreement between the Town of Amherst Highway Department and the State University of New York at Buffalo.

This agreement is for the 2022 - 2023 winter season 09/01/2022 through 08/31/2023 for snow removal and ice control.

The State University of New York at Buffalo agrees to reimburse the Town of Amherst the sum of $57,734.48.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this agreement subject to the Contract Routing System (#3709) and the approval of the Town Attorney.

11/22/2022
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2022-1150

Clerk - PT/Senior Services

Please appoint a Clerk - PT to Senior Services, Effective November 23, 2022, Temporary, $13.20 ph, Step 1 for Phyllis Stokke.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

11/22/2022
Consent

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

2. Resolution 2022-1151

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective November 23, 2022, Temporary, $15.80 ph, Step 2 for Sam Erwin.

11/22/2022
Consent

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

3. Resolution 2022-1152

Project Coordinator - Elderly Services/Senior Services

Please appoint a Project Coordinator-Elderly Services/Senior Services, Effective November 23, 2022 at an annual salary of $56,581, Grade 12, Step E. This is a Temporary Assignment for one year for Heidi Nicklaus Lefebvre.

Contingent upon completing all pre-employment requirements.

11/22/2022
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2022-1153

Scheduling a Public Hearing Regarding Designation of 4255 Harlem Road (Harlem Road Community Center) as a Local Historic Landmark

WHEREAS, The Town of Amherst has many significant historic, architectural and cultural landmarks within its borders; and

WHEREAS, On October 11, 2022 the Town of Amherst Historic Preservation Commission Chair submitted a landmark designation application for the Harlem Road Community Center located on the 4255 Harlem Road; and

WHEREAS, The Amherst Historic Preservation Commission held a public hearing on November 10, 2022 on the designation of the Harlem Road Community Center at 4255 Harlem Road as a Town historic landmark; and

WHEREAS, Finding that it is a significant example of the Tutor Revival style of architecture and was designed by Martin C. Miller as the Harlem Road School and the HPC voted at its November 10, 2022 meeting to recommend historic designation of the Harlem Road Community Center to the Town Board; and now therefore be it

RESOLVED, The Amherst Town Board schedules a public hearing ~~in the month of January 2023~~ on January 17, 2023 to allow for sufficient 15-day advertising period regarding designation of the Harlem Road Community Center located at 4255 Harlem Road as a Town historic landmark.

11/22/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. 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

Q. POLICE:

1. Resolution 2022-1154

Contract Extension: Metals Recycling Contract Bailey Avenue Training Facility Range Action Target, Inc. (CRS #3708)

TOWN BOARD AGENDA ITEM: NOVEMBER 22, 2022

TO: **Town Board**

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

RE: **Contract Extension: Metals Recycling Contract**
Bailey Avenue Training Facility Range
Action Target, Inc. (CRS #3708)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract extension between the Town of Amherst (Police) and Action Target, Inc., with regard to the above-entitled matter. The original contract was approved on February 7, 2022 under Town Board Resolution number 2022-180 (CRS #3151). This contract extension has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: November 22, 2022)**

11/22/2022
Consent

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

R. SENIOR SERVICES:

1. Resolution 2022-1155

Presenter/Performer Commitment - Robert McElroy CRS #3707

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment Form between the Town of Amherst (Department of Senior Services) and Robert McElroy, performer (Breakfast with Santa program).

11/22/2022
Consent

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

2. Resolution 2022-1156

Class Instructor Dawn Tarbox-Szerbiak CRS #3702

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 Dawn Tarbox-Szerbiak.

11/22/2022
Consent

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

3. Resolution 2022-1157

Termination of Kaleida Services, LLC Lease

We respectfully request Town Board permission for the Supervisor to approve the Termination of Kaleida Health, LLC. Lease for the Adult Day Services.

11/22/2022
Consent

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

S. YOUTH AND RECREATION:

1. Resolution 2022-1158

Lighting Contract (MUSCO) - CRS #3675

Authorize the Supervisor to sign a contract between the Town of Amherst and Musco Sports Lighting, LLC for purchase and installation of lighting at the Mathewson McCarthy Baseball fields using Sourcewell Contract #071619-MSL (CRS #2682), pending satisfactory completion of the contract routing process.

11/22/2022
Consent

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

2. Resolution 2022-1159

Lease Agreement (Supersports) - CRS #3681

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Supersports, LLC for lease of commercial space at the Northtown Center at Amherst.

11/22/2022
Consent

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

3. Resolution 2022-1160

Winter Market Vendor (Fetzer) - CRS #3712

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Samantha Fetzer for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

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

4. Resolution 2022-1161

Winter Market Vendor (Pobedinsky) - CRS #3713

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Joni Pobedinsky for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

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

5. Resolution 2022-1162

Winter Market Vendor (Paradise in Pink) - CRS #3714

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Paradise in Pink Boutique for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

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

6. Resolution 2022-1163

Winter Market Vendor (Buffalo Aquatics) - CRS #3669

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Buffalo Aquatics LLC for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

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

7. Resolution 2022-1164

Winter Market Vendor (Hillman) - CRS #3722

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Jennifer Hillman for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

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

8. Resolution 2022-1165

Winter Market Contract (Covino) - CRS #3739

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Michele Covino for participation in the Winter Market at the Northtown Center, pending successful completion of the contract routing process.

11/22/2022
Consent

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

9. Resolution 2022-1166

Winter Market Vendor (Roberts & Syracuse) - CRS #3704

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Danielle Roberts & Alexis Syracuse for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2022-118

Correspondence from Paul Ciminelli

Letter from Paul Ciminelli regarding Proposed Amendments to Town of Amherst Zoning Code - Roswell Park Project - 203 Park Club Lane.

11/22/2022
Referred to Town Attorney & Planning.

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

2. Communication 2022-119

Rodent Infestation and Invasive Species in Amherst New York

Resident writes regarding rodent infestation and invasive plants in Amherst New York.

11/22/2022
Referred to Attorney and Animal Control.

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

3. Communication 2022-120

Notice of Claim: Allison Davis Vs. Town of Amherst

11/22/2022
Referred to Town Attorney.

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

4. Communication 2022-121

Notice of Claim: Kathleen Pearson Vs. Town of Amherst

11/22/2022
Referred to Town Attorney.

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

5. Communication 2022-122

Summons & Complaint: Daniel Tighe Vs. Town of Amherst Et Al.

11/22/2022
Referred to Town Attorney.

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. Suspension of Rules was opened at 8:22 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was closed at 8:25 PM.

1. Resolution 2022-1167

BENLIC Request to Acquire Certain Properties

Suspension to Town Board Agenda Item November 22, 2022

TO: Amherst Town Board

FROM: Jacqualine Berger, Town Deputy Supervisor

DATE: November 22, 2022

RE: BENLIC Request to Acquire Certain Properties

Purpose: To request the Buffalo Erie Niagara Land Improvement Corporation (BENLIC) acquire certain properties on behalf of the Town of Amherst

WHEREAS, in July 2011 in recognition of the growing problem of distressed, vacant, abandoned, and tax-delinquent properties, New York State passed the Land Bank Act, as Article 16 of the New York State Not-for-Profit Corporation Law, which authorizes and Foreclosing Governmental Unit (FGU) to create a land bank to strategically acquire, improve, assemble, and sell these properties; and

WHEREAS, under this law, the Buffalo Erie Niagara Land Improvement Corporation (BENLIC) was formed in May 2012 via an inter-municipal agreement among the county's four FGUs: Erie County and the Cities of Buffalo, Lackawanna, and Tonawanda; and

WHEREAS, BENLIC (the land bank) seeks to work collaboratively with the cities, towns, and villages within Erie County to address the growing problem of distressed, vacant, abandoned, and tax-delinquent properties; and

WHEREAS; the Town of Amherst**,** Erie County, has recognized the need to address the growing issue of distressed, vacant, abandoned, and tax-delinquent properties and desires to partner with BENLIC to address the problem, now therefore be it

RESOLVED, that the *Town of Amherst* hereby officially requests that BENLIC acquire the properties identified herein:

433 Campus Drive, Amherst, NY, SBL#68.13-2-8;

4651 N. Bailey Avenue, Amherst, NY SBL#67.07-6-5; and be it further

RESOLVED, that the *Town of Amherst* has completed the required Acquisition Applications for each property listed above and has attached the Acquisition Applications to this resolution; and be it further

RESOLVED, that the *Town of Amherst* agrees to reimburse Erie County for the costs associated with foreclosure of these properties; and be it further

RESOLVED, that certified copies of this resolution will be sent to the Executive Director of the Buffalo Erie Niagara Land Improvement Corporation; the Commissioner of the Erie County Department of Environment and Planning; the Director of the City of Buffalo's Office of Strategic Planning; and the Mayors of the cities of Lackawanna and Tonawanda.

11/22/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember

Lavin and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was opened at 8:25 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Lavin and unanimously approved 5-0. Public Expression was closed at 8:25 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 November 22, 2022 was adjourned at 8:25 PM.

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26410 **RESOLUTION 2022-896** **ADJOURNED**

Local Law Amending Chapter 175, Taxation

Public Hearing with respect to a Local Law Amending Chapter 175, Taxation, adding Article XII, Agricultural Districts, Exemptions.

9/19/2022
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 7:11 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the October 3rd Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:12 PM.

10/3/2022
A motion to adjourn the hearing until the October 17th Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Szukala and unanimously approved 4-0.

10/17/2022
A motion to adjourn the hearing until the October 24th Town Board meeting was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

10/24/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was opened at 7:02 PM.

Bob Gilmour, representing Spoth Farms, spoke.

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing to the November 7th Town Board meeting, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was adjourned at 7:16 PM.

11/7/2022
A motion to adjourn the hearing until the November 22nd Town Board meeting was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

11/22/2022
A motion to adjourn the hearing until the December 12th Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 12/12/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26746 **RESOLUTION 2022-1131** **HEARING CLOSED**

Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) for Text Amendments to SC - Shopping Center District, Parking Requirements and Service Station Use Standards

A public hearing regarding the proposed Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) for Text Amendments to SC - Shopping Center District - Parking Requirements and Service Station Use Standards, ZTA-2022-04.

11/22/2022
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 7:02 PM.

Daniel Ulatowski, Assistant Planning Director, presented.

The following speaker addressed the Town Board:
Attorney Sean Hopkins on the behalf of Ciminelli Real Estate Corporation

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was closed at 7:24 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

Town Board Agenda of November 22, 2022

November 16, 2022

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

Subject: Proposed Zoning Ordinance Text Amendments: Local Law to Amend Chapter 203 of Town Code (Zoning Ordinance) Relating to the SC- Shopping Center District, off street parking requirements and use regulations for service stations ZTA-2022-04.

Honorable Members:

The purpose of this Local Law is to provide additional regulatory land use control within the SC-Shopping Center zoning district. This is being done by establishing a minimum district size of 50 acres to discourage its application in areas that are not suitable for regional shopping centers, increasing the minimum parcel size from 5 acres to 10 acres, and removing, adding and consolidating some of the existing allowable uses. Additional amendments include changes to the parking regulations for surgical centers, changes to parking room requirements to improve pedestrian safety and changes to the use regulations for service stations which are permitted in the SC- Shopping Center zoning district.

The draft Local Law on the following pages identify all of the proposed changes to the Zoning Ordinance text.

The Planning Board offers the following findings consistent with Section 8-5 of the Zoning Ordinance.

1. The proposed text amendments are consistent with the remainder of the Zoning Ordinance, including, specifically, the following objectives as found in Section 1-2-2:

   To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development; and

   To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas.

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

2. The proposed text amendments do not present a new idea not considered in the existing Ordinance, or represent a revision necessitated by changing circumstances over time.

3. The proposed text amendments correct some errors in the Ordinance.

4. The proposed text amendments do not revise the Ordinance to comply with state or federal statutes or case law.

5. The proposed text amendments advance the public health, safety or welfare and are consistent with the Zoning Ordinance.

6. The proposed text amendments are generally consistent with the policies of the Comprehensive Plan.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings and that the proposed text amendments be adopted

Attached is a draft SEQR determination of environmental significance and a draft resolution for the zoning text amendment for the Town Board's consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/DU/ac
Att.
X:\Current_Planning\Files\Text Amendments\ZTA-2022\ZTA-2022-02_zoning text various amendments\ZTA-2022-02_Town_Board_Letter_10032022.docx
cc: Stanley Sliwa, Town Attorney

Planning Board Approval October 20, 2022
Ayes: 6, Noes: 0, Absent: 1 (Gill)

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

DRAFT RESOLUTION
(November 22, 2022)

SEQR Determination Zoning Ordinance Amendment -
SC-Shopping Center District, Parking Requirements and Service Station Use Standards

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 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 be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed the proposed changes to the Zoning Ordinance relating to changes within the SC- Shopping Center District, Parking Requirements and Service Station Use Standards, and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Director

Daniel J. Ulatowski, A
Assistant Planning Dir

DRAFT
SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**:	ZTA-2022-04
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Zoning Text Amendment

SEQR Status: The subject request is a Type I action, FEAF Parts 1 & 2 completed.

Description of Action: Text amendments to the Town Zoning Ordinance relating to the SC- Shopping Center zoning district, parking requirements and service station use standards.

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (FEAF) - Parts 1 and 2, and a text amendment application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed text amendments to the Town's Zoning Ordinance will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. Specific impacts to these resources will be reviewed when a development proposal is received.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. Any such impacts will be evaluated on a project specific basis during a site plan approval.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan. The proposed text amendment will comply with all other regulations of the Town Zoning Ordinance.

4. The action may affect an area identified by the State as potentially containing significant cultural or archeological resources. Specific impacts to these resources will be reviewed when a development proposal is received.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Specific projects will be assessed for consistency with surrounding land use during site plan review.

6. The action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The text amendments will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Specific projects will be assessed for consistency with the scale of surrounding land uses during site plan review.

9. The action will not significantly increase the number of people using sites over their previous level of use.

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

10. Significant negative traffic impacts will not result from the proposed text amendments. Specific impacts to traffic will be reviewed when a development proposal is received.

11. Coordinated reviews of the action have been undertaken by Town Departments and outside agencies including, the Erie County Department of Environment & Planning on October 19, 2022, Erie County Depart of Public Works on November 14, 2022 and NYSDOT on October 20, 2022. These reviews have not identified any significant environmental issues and indicate that the action will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Daniel J. Ulatowski, AICP, Assistant Planning Director date

_____ _____
Brian J. Kulpa, Supervisor date

DU/ac
X:\Current_Planning\Files\Text Amendments\ZTA-2022\ZTA-2022-04_SC District & Parking Standards\ZTA-2022-04 Neg Dec 11_22_2022.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

DRAFT RESOLUTION
(November 22, 2022)

Adoption of Local Law to Amend the Chapter 203
(Zoning Ordinance) of Town Code
(ZTA-2022-04)

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

RESOLVED, that pursuant to NYS Town Law Sections 263 and 264, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 20, 2022 that the proposed amendments to Chapter 203 (Zoning Ordinance) are consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that this Town Board does not concur with the Planning Board's recommendation that the proposed amendments to section 6-8-9B not be considered, and be it further

RESOLVED, that in accordance with section 8-5-5 of the Zoning Ordnance

1. The proposed text amendments are consistent with the remainder of the Zoning Ordinance, including, specifically, the following objectives as found in Section 1-2-2:

   To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development; and

   To provide adequate open spaces for light air and outdoor uses to include public, common and private open space areas; and

2. The proposed text amendments do present a new idea not considered in the existing Ordinance, or represent a revision necessitated by changing circumstances over time; and

3. The proposed text amendments correct some errors in the Ordinance; and

4. The proposed text amendments do not revise the Ordinance to comply with state or federal statutes or case law; and

5. The proposed text amendments advance the public health, safety or welfare and are consistent with the Zoning Ordinance; and

6. The proposed text amendments are generally consistent with the policies of the Comprehensive Plan and advance public health safety and welfare, now therefore be it

RESOLVED, that in accordance with Section 203-8-5-4 of the Town Code (Zoning Ordinance), the Town Board adopts Local Law (#) to amend Chapter 203 (Zoning Ordinance).

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

TOWN OF AMHERST
PLANNING BOARD
ZONING TEXT AMENDMENTS
ZTA-2022-04

PETITIONER
Town of Amherst
5583 Main Street
Williamsville, NY 14221

'22 OCT 28 AM9:07

WHEREAS the Town of Amherst Planning Board on Thursday, October 20, 2022 held a public hearing on the proposed Zoning Ordinance Text Amendments affecting the SC-Shopping Center District, and

WHEREAS the Planning Board has reviewed materials regarding the text amendments proposal, and

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

WHEREAS per Section 203 - 8-5-5(A) & (B) of the Town Code, the Planning Board finds that:

1. The proposed text amendments are consistent with the remainder of the Zoning Ordinance, including, specifically, the following objectives as found in Section 1-2-2:

   To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development; and

   To provide adequate open spaces for light air and outdoor uses to include public, common and private open space areas.

2. The proposed text amendments do present some new ideas not considered in the existing Ordinance, and represent a revision necessitated by changing circumstances over time.

3. The proposed text amendments correct some errors in the Ordinance.

4. The proposed text amendments do not revise the Ordinance to comply with state or federal statutes or case law.

5. The proposed text amendments advance the public health, safety or welfare and are consistent with the Zoning Ordinance.

6. The proposed text amendments are generally consistent with the policies of the Comprehensive Plan.

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

TOWN OF AMHERST
PLANNING BOARD
ZONING TEXT AMENDMENTS
ZTA-2022-04

PETITIONER
Town of Amherst

'22 OCT 28 AM9:0

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 request be approved.

The foregoing resolution was adopted by the Town of Amherst Planning Board, October 20, 2022; moved by Giuliani; seconded by Chmiel; ayes 6, noes 0; absent 1 (Gill).

Robert J. Gilmour, Planning Board Chair

10-28-2022
Date

DU/ac
X:\Current_Planning\Files\Text Amendments\ZTA-2022\ZTA-2022-04_SC Disrict & Parking Standards\ZTA-2022-04_resolution_102022 .doc
cc: Traffic/Safety Coordinator
Commissioner of Building
Highway Superintendent
Town Engineer

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

TOWN OF AMHERST PLANNING DEPARTMENT

Comprehensive Plan And Zoning Text Amendment Application

File # ZTA-2022-04

1. Amend Comprehensive Plan ☐
2. Zoning Code Text Amendment ☒
3. Other ☐ _____

PETITIONER:

- ☒ Town Board
- ☐ Planning Board
- ☐ Zoning Board of Appeals
- ☐ Commissioner of Building
- ☐ Planning Director

Sections Proposed to be Amended: (Attach sheets as necessary.)

Various – See attached draft local law

Description of Amendments: (Attached sheets as necessary.)

Amendments to Town Zoning Ordinance (Chapter 230) affecting the SC- Shopping Center district, parking standards and use standards for service stations.

Materials Received by Planning Department

_____
RECEIVED BY DATE

Materials Filed with Town Clerk

_____
ACCEPTED BY DATE

X:\Current_Planning\Files\Text Amendments\ZTA-2022\ZTA-2022-02_zoning text various amendments\ZTA-2022-02 Application form.doc

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

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 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: ZTA-2022-04 Zoning Text Amendments to SC- Shopping Center District and Parts 6 & 7		
Project Location (describe, and attach a general location map): Town-wide		
Brief Description of Proposed Action (include purpose or need): Text amendments to the Town of Amherst Zoning Ordinance (Chapter 203). Text amendments include minor changes to the SC- Shopping Center District regulations and changes to parking and use regulations for service stations.		
Name of Applicant/Sponsor: Town of Amherst	Telephone: (716) 631-7051 E-Mail:	
Address: 5583 Main Street		
City/PO: Williamsville	State: New York	Zip Code: 14201
Project Contact (if not same as sponsor; give name and title/role): Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO	Telephone: (716) 631-7051 E-Mail: dulatowski@amherst.ny.us	
Address: 5583 Main Street		
City/PO: Williamsville	State: New York	Zip Code: 14201
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

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 Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board (Legislative Approval)	
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board (Advisory)	October,2022
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):

_____

_____

_____

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):

_____

_____

_____

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

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?

b. Is the use permitted or allowed by a special or conditional use permit? n/a ☐ 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?

C.4. Existing community services.

a. In what school district is the project site located? Sweet Home, Williamsville, Amherst, Clarence

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?
Snyder, Main-Transit, East Amherst, Getzville, North Amherst, Swormville, Ellicott Creek, North Bailey, Eggertsville, Willliamsville

d. What parks serve the project site?
All Town of Amherst parks

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)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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: _____ 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:

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

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				
At completion of all phases				

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: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:
_____
iii. If other than water, identify the type of impounded/contained liquids and their source.
_____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
_____

D.2. Project Operations

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

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:

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

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

i. Total anticipated liquid waste generation per day: _____ 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):

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

- Name of wastewater treatment plant to be used:
- Name of district:
- 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

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

- 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):

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

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 _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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)?

- 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)

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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 _____ to _____.

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

_____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

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: _____

_____

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

_____

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: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

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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:

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:

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: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

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

- Construction:
- Operation:

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

- Construction:
- Operation:

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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:

b. Land uses and covertypes on the project site.

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

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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):

_____
_____

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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? _____ 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: _____ _____%
_____ _____%
_____ _____%

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

e. Drainage status of project site soils: ☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% 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 _____ Approximate Size _____
- 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: _____

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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: _____

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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.

See Attachment "A"

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 Daniel J. Ulatowski, AICP Date October 5, 2022

Signature _____ Title Assistant Planning Director/ZEO

PRINT FORM

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

LOCAL LAW NO. ____-2022

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Making Amendments To Chapter 203 Of The Code Of The Town Of Amherst, Also Known As The Zoning Ordinance.

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

Section 1. Title

This Local Law shall be referred to as, "A Local Law to Amend Chapter 203 of the Code of the Town of Amherst, Also Known As The Zoning Ordinance; Text Amendments to SC- Shopping Center district, parking requirements and service stations.

Section 2. Purpose

The purpose of this Local Law is to establish the requirement for street lighting and the associated design standards.

Section 3.
Chapter 203 of the Code of the Town of Amherst is amended as follows:

§ 2-4 **Specific Terms**

Multiple Development

Four or more offices, commercial or industrial establishments or enterprises or combinations of such uses thereof, that are located in a single building; or one or more such offices, establishments or enterprises or combinations of such uses located thereof in two or more buildings developed or to be developed ~~as part of an integrated development~~ on one parcel.

Surgical Center/Treatment Facility

An ambulatory care facility that provides same day surgical services outside of a traditional hospital setting; including a medical facility that provides health treatment services for cancer care, dialysis treatment and similar treatments. Such facility is distinguished from a general medical office, wherein the patient visitation requires a longer duration due to the treatment service rendered.

§ 4-7 **Shopping Center District (SC)**

4-7-1.**Purpose.** To provide regional centers within the Town that provide goods and services in full range and variety, drawing from a large population base. Development occurs on parcels of at least ~~five~~ ten acres with compatible business enterprises designed and planned as a unified entity with common access points and off-street parking, loading and stacking areas to jointly serve all buildings. Such zoning district must be comprised of a minimum of 50 contiguous acres. Attached dwelling units will be permitted when a part of and integrated with a qualifying business enterprise development.

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4-7-2. **Principal and Special Uses.**

A. **Permitted Uses and Structures.**

SC	Permitted	Special Use	Standards
OPEN USES			
No open uses allowed			
RESIDENTIAL USES			
Attached dwelling unit	✓		§ 3-12-2B(3)
Upper-story dwelling unit	✓		§ 6-2-6
PUBLIC AND CIVIC USES			
Daycare center, nursery or other private school	✓		
Minor utilities	✓		
Place of worship	✓		§ 6-3-3
Public utility service structure or facility		✓	§ 6-3-4
Public works construction yard **[Added 12-7-2009 by L.L. No. 19-2009]**	✓		§ 6-3-5
Telecommunication facility		✓	§ 6-7
COMMERCIAL			
Advertising agency	✓		
Animal grooming, cat boarding facility, animal hospital or veterinarian			§ 6-4-1

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SC	Permitted	Special Use	Standards
[Amended 2-4-2008 by L.L. No. 1-2008]	✓		
Antiques and second-hand merchandise store	✓		
Apparel and accessories store	✓		
Apparel repair and alterations and shoe repair shop	✓		
Archival center	✓		
Bakery or confectionary shop (retail)	✓		
Bank	✓		§ 4-8-4
Beauty or barber shop (retail)	✓		
Book and stationery store	✓		§ 6-4-7 **[Amended 12-19-2011 by L.L. No. 34-2011]**
Commercial recreation activities, indoor	✓		
Commercial recreation activities, outdoor		✓	
~~Contracting or construction services~~	~~✓~~		~~§ 6-4-4~~
Department store	✓		

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SC	Permitted	Special Use	Standards
Drug store	✓		§ 4-8-4
Employment agency	✓		
Farm and garden supply store	✓		
~~Farm equipment sales or service~~	~~✓~~		
Food store	✓		
Funeral home	✓		
Gymnasium or health club **[Added 2-4-2008 by L.L. No. 1-2008]**	✓		
Hardware store/Plumbing Store	✓		
Home furnishing store	✓		
Home garden store	✓		
~~House and camping trailer sales, camping equipment and accessories and related repair and service~~	~~✓~~		
Household fixture and appliance sales or service	✓		
~~Indoor commercial recreation facility~~	~~✓~~		

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SC	Permitted	Special Use	Standards
Jewelry store	✓		
Job printing or photography store	✓		
~~Ice store~~	~~✓~~		
Laundromat, cleaning and dyeing outlets and pickup	✓		
Liquor store	✓		
Medical laboratory testing service	✓		
Motel or hotel	✓		
Motion picture theater or live theater **[Added 9-21-2009 by L.L. No. 14-2009]**	✓		
Nurseries for sale of plants, shrubs, and trees	✓		
Office	✓		
Passenger terminal	✓		
Personal training facility **[Added 2-4-2008 by L.L. No. 1-2008]**	✓		
Photography studio **[Added 2-4-2008 by L.L. No. 1-2008]**/ Printing and photocopying store	✓		
~~Printing and photocopying store~~	~~✓~~		

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SC	Permitted	Special Use	Standards
~~Plumbing store~~	~~✓~~		
Postal store or post office	✓		
Radio or television studio **[Added 4-12-2010 by L.L. No. 2-2010]**/ Recording studio **[Added 4-12-2010 by L.L. No. 2-2010]**	✓		
~~Recording studio **[Added 4-12-2010 by L.L. No. 2-2010]**~~	✓		
Restaurant with drive-through/ Restaurant with outdoor dining	✓		§ 4-8-4 & §6-4-9
~~Restaurant with outdoor dining~~	~~✓~~		~~§ 6-4-9 **[Amended 12-19-2011 by L.L. No. 34-2011]**~~
Restaurant without drive-through or outdoor dining	✓		
Service station	~~✓~~	✓	§ 6-4-10 **[Amended 12-19-2011 by L.L. No. 34-2011]**
Shops for custom work for the making of articles to be sold only at retail on the premises	✓		
Sporting goods or bicycle store	✓		
Tattoo parlor/body art studio	✓		
Variety store	✓		

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SC	Permitted	Special Use	Standards
~~Vehicle sales, rental, leasing and related repair, including trailers~~	~~✓~~		~~§ 6-4-12 [Amended 12-19-2011 by L.L. No. 34-2011]~~
Wholesale store	✓		

INDUSTRIAL

No industrial uses allowed

B. **Dimensional Standards.**

~~For parcels 30 acres in size or more as of (effective date), the Planned Unit Development Process is required. See § 6-9. [Added 5-20-2013 by L.L. No. 8-2013; amended 11-3-2014 by L.L. No. 39-2014]~~

SC Principal & Accessory Use/Structure Dimensional Standards		Vehicle Use Area
Min. lot area	~~5~~ 10 ac	
Min. lot width	None	
Min. front yard		
- height of structure for first 35 ft.	~~20~~ 25 ft	25 ft
- height of structure for any portion of building above 35 ft.	30 ft	25 ft*
Min. rear yard (abutting residential**/nonresidential)	See § 2-5-4B(3)/ 50 ft	25 ft* / 10 ft*
Min. side yard (abutting residential**/nonresidential)	See § 2-5-4B(3)/ 50 ft	25 ft* / 10 ft*
Max. height	65 ft	
Max. building coverage	None	
Min. interior building separation	30 ft	

* The entire area must be landscaped.

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** R-R, S-A, R-1, R-2, R-3, CR-3A, TR-3, R-4, MFR-4A, MFR-5, MFR-6, MFR-7, PRD, PDD, PRD, NCD

4-7-3. **Accessory Uses and Structures.**

A. **Permitted Accessory Uses and Structures.** The following accessory uses and structures incidental to any permitted principal use are allowed subject to the requirements of § 6-8, Accessory Uses or Part 7, General Development Standards.

SC Permitted Accessory Uses and Structures	**Standards**
Landscaping	§ 7-2
Off-street parking, loading, and stacking	§ 7-1
Solar energy systems **[Added 12-11-2017 by L.L. No. 24-2017]**	§ 6-10
Signs	§ 7-8
Small wind energy system **[Added 8-17-2009 by L.L. No. 12-2009]**	§ 6-8-14
Storage facility clearly incidental to the principal use	
Other uses and structures customarily incidental to the principal use	

B. **Dimensional Standards.** The dimensional standards for an accessory use or structure shall be the same as those for the principal use in § 4-7-2B.

4-7-4. **General Development Standards.**

A. All principal and accessory uses, except signs, outdoor storage and display, and off-street parking, loading and stacking, shall be conducted within completely enclosed structures.

B. Interior side or rear yards separating parking, loading and stacking area from lot lines are not required for unified developments.

C. Distance between buildings and vehicle use areas from right-of-way of dedicated interior streets shall be a minimum of 25 feet.

D. Development in the SC district shall also comply with the requirements referenced in the table below.

SC General Development Standards	
Off-Street Parking, Loading and Stacking	§ 7-1
Landscaping, Buffers and Screening	§ 7-2

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

SC General Development Standards

Site Lighting	§ 7-3
Outdoor Storage and Display	§ 7-4
Fences and Walls	§ 7-5
Access and Circulation	§ 7-6
Provisions for Flood Hazard Reduction	§ 7-7
Sign Regulations	§ 7-8
Performance Standards	§ 7-9
Bulk (typo) Storage of Combustible or Flammable Liquids	§ 7-10

§ 6-4 **Commercial Use Standards**

6-4-3. **Car Wash.** A car wash is permitted in accordance with the district use tables in Part 4 however, unenclosed overnight parking of motor vehicles at a car wash is prohibited.

(1) Appurtenances including but not limited to vacuums, above grade tanks, vent piping and utility structures shall not be within a required front yard, and be effectively screened with landscaping when visible from adjacent public roadways.

6-4-10. **Service Station.** A service station is permitted in accordance with the district use tables in Part 4 or Part 5, subject to the following standards.

A. **All Permitted Districts.** Unenclosed parking of motor vehicles at service stations shall be limited to four vehicles, and no vehicle shall remain so parked in excess of 24 hours. Unenclosed overnight parking of motor vehicles at motor vehicle washing establishments is prohibited.

B. **MS and SC District.**

(1) Fuel pumps and pump islands may be located in a required side or rear yard but shall not be located in any required yard abutting a residential district.

(2) All fuel pumps and pump islands shall be at least 10 feet from any building.

(3) All fuel pumps, pump islands and canopies shall be at least 20 feet from any lot line.

(4) Fueling operations within the SC district shall be limited to personal motor vehicles. Fueling of tractor trailers buses and other commercial vehicles is prohibited.

(5) Fuel delivery areas shall be internal to the site served and not located within a required front yard. Use of internal roadways for shopping centers shall not be utilized for fuel unloading.

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

(6) Appurtenances including but not limited to vacuums, above grade tanks, vent piping and utility structures shall be effectively screened with landscaping when visible from internal roadways and adjacent public roadways.

§ 7-1 **Off-Street Parking, Loading and Stacking**

7-1-4.**Rules for Computing Requirements.**

A. **Fractional Requirements.** When units of measurement used in computing the number of required off-street parking, loading and stacking spaces result in the requirements of a fractional space, the nearest whole number of off-street parking spaces shall be required.

B. **Employees.** Whenever parking requirements are based on the number of employees, it shall mean the maximum number of employees on duty on the premises at one time or any two successive shifts, whichever is greater.

C. **Net Floor Area.** For the purpose of calculating the minimum requirements for off-street parking, net floor area shall be calculated according to the following:

(1) For a single story, single tenant building — 90 percent of gross floor area.

(2) For a multistory, single tenant building — 80 percent of gross floor area.

(3) For a single story, multiple tenant building — 85 percent of gross floor area.

(4) For a multistory, multiple tenant building — 75 percent of gross floor area.

D. **Seating Capacity.** The number of seating units installed or indicated on the plans, in restaurants and areas devoted to dining, shall not be less than one unit per 15 square feet of floor area; where units are not indicated on the plan, it shall be assumed that seating units will be provided at a ratio of one for each 10 square feet of floor area. Floor area constitutes the actual area of the assembly space not including accessory unoccupied space nor the thickness of walls.

E. **Parking for Single- and Multi-Use Buildings or Sites.**

(1) A building occupied by one use shall provide the off-street parking spaces as required for the specific use. A building or group of buildings occupied by two or more uses, operating normally during the same hours, shall provide spaces for not less than the sum of the spaces required for each use.

(2) For a shopping center, parking spaces shall be provided for the total net floor area of the building or buildings as set forth in the Schedule of Parking Requirements below, instead of the requirements based on each separate use. **[Amended 4-12-2010 by L.L. No. 2-2010]**

(3) The Zoning Enforcement Officer may request a Parking Study consistent with section 7-1-7A if after review of information provided, including floor plans, such proposed use or mixture of uses may present a deficiency in off-street parking being provided.

F. **Unlisted Uses.** Upon receiving a development permit application for a use not specifically listed in the Schedule of Parking Requirements, the ~~Commissioner of Building~~ Zoning Enforcement Officer shall apply the off-street parking standard specified for the listed use that is deemed most similar to the proposed use or require a parking study in accordance with § 7-1-7, Alternative Parking Plan.

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

7-1-6. **Schedule of Parking Requirements.**

A. **Minimum Parking Requirements.** Off-street parking facilities shall be provided in quantities not less than set forth in the following schedule: **[Amended 2-4-2008 by L.L. No. 1-2008]**

Schedule of Parking Requirements

OPEN USES	**Required Parking Spaces**
Agricultural use	1 per 2 employees on maximum shift
Resource extraction	1 per 2 employees on maximum shift
RESIDENTIAL USES	**Required Parking Spaces**
Attached dwelling	2 per dwelling unit
Dormitory, fraternity, sorority house	1 per 2 occupants
Manufactured home	2 per dwelling unit
Single-family detached dwelling	2 per dwelling unit, plus 1 per auxiliary unit
Two-family	2 per dwelling unit
PUBLIC AND CIVIC USES	**Required Parking Spaces**
Adult care facility	1 per employee, plus 1 per 3 units
Auditoriums, gymnasiums, theaters, public assembly not otherwise listed	1 per 3 seats or per 3 persons of posted capacity if permanent seats are not installed
Boardinghouse	1 per employee, plus 1 per bed
Cemetery, columbaria, mausoleum, memorial park	1 per 50 internment plots
Community residential facility, group home	1 per employee (minimum of 2 spaces for community residences and 5 for intermediate care facility), plus 2 per facility vehicles, plus 1 per client vehicle, plus 4 visitor spaces
Community service	1 per 200 sf
Convalescent or nursing home, dwellings for elderly persons (65 or older)	1 per 3 beds, plus 1 per employee

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

Schedule of Parking Requirements

Day care center, child	1 per employee plus 1 per 8 persons of licensed capacity
Hospital	1 per bed, including emergency room and ambulatory surgery, plus 1 per employee
Medical / Dental office or medical facility not otherwise listed	1 per 150 sf of net floor area **[Amended 1-16-2007 by L.L. No. 2-2007]**
Surgical Center/ Treatment Facility	3.5 spaces per 1000 sf of net floor area
Parks or open space not otherwise listed	2 per acre, plus 1 per 250 sf of park building
Passenger terminal	1 per 300 sf
Place of worship	1 per 3 seats or per 3 persons of posted capacity if permanent seats are not installed
Public and semi-public buildings	1 per 200 sf floor area devoted to office use
School, nursery or primary	2 per classroom or as required for assembly areas, whichever is higher
School, post-secondary	1 per 2 classroom seats, plus spaces required for assembly area
School, secondary	1 per classroom, plus spaces required for assembly area
Social service institution	1 per 2 employees on maximum shift, plus 1 per 3 beds
Taxi dispatch center	1 per employee, plus 2 visitor spaces
Telecommunication facility	1 per service vehicle
Utility, minor	None
Utility not otherwise listed	1 per facility, plus 1 per 250 sf, plus 1 per fleet vehicle

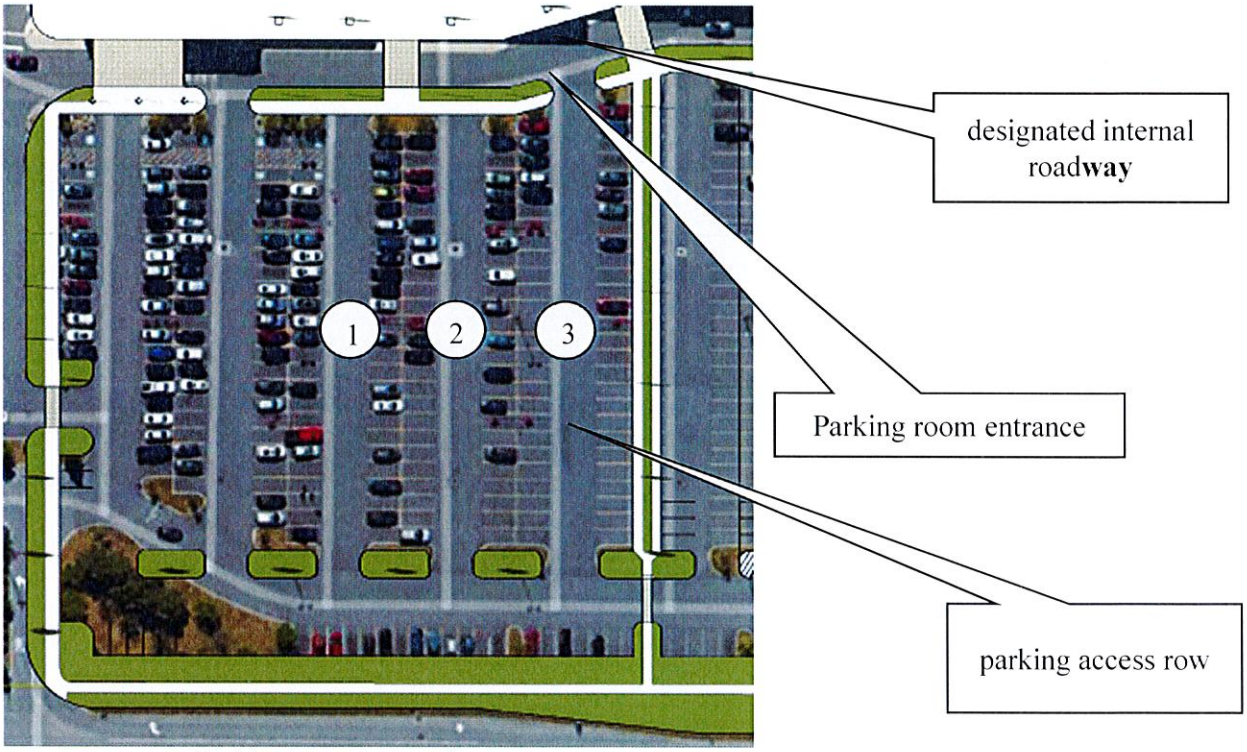
Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

7-1-9. **Off-Street Parking Space and Parking Lot Design.**

C. **Parking Rooms.** Parking serving development over 100,000 square feet of gross floor area shall be visually and functionally segmented into ~~several~~ smaller parking areas. A minimum of 2 parking rooms shall be provided. The Planning Director or the Planning Board may require the creation of more than two parking rooms based on the scale of the development. ~~Each smaller parking area shall be approximately between 180 or fewer parking spaces; the actual number of spaces required will be determined by the Zoning Enforcement Officer~~. Each smaller parking room shall be connected to an internal system of roadways. Outparcel and parking room access shall be taken from the internal system of roadways on the site. **[Amended 2-4-2008 by L.L. No. 1-2008; 3-4-2019 by L.L. No. 6-2019]**

D. **Parking Lot Walkways.** Parking Lot Pedestrian Medians with walkways leading to primary building entrances as designated by the Planning Director may be required by the Planning Board in parking lots containing more than 180 spaces in accordance with § 7-2-3A(3)(h).

E. A maximum of one parking room entrance/exit for each three access rows of parking from an internal roadway shall be permitted. Designation of internal roadways and location of parking room entrance /exits shall be established by the Planning Director or Planning Board during site plan review.



Parking room example

7-1-10. **Vehicular Stacking Design Requirements.**

A. **Minimum Stacking Requirements.** In addition to minimum parking requirements established by § 7-1-6A above, the following stacking areas are required. The Zoning Enforcement Officer may require an analysis of stacking requirements be provided to determine if additional stacking spaces will be required for a specific use or location. The size of each stacking space shall be 20 feet in length by 9 feet in width. **[Amended 3-4-2019 by L.L. No. 6-2019]**

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

Specific Use	Minimum Stacking Spaces	Measured From
Automated teller machine	3	Machine
Bank teller lane	4	Teller window
Car Wash, Coin	5 per stall	Entrance
Car Wash, Rapid	35 per stall	
Drive-In Photo Facilities	2 per service window	Service window
Gasoline pump island	2	Pump island
Restaurant, drive-through	6	Order box
	4	Order box to pick-up window
Other Drive-In Facilities	5, or as determined by ~~Commissioner of Building~~ Zoning Enforcement Officer	

B. **Location.** Stacking spaces may not impede on- or off-site traffic movements or movements into or out of off-street parking spaces.

C. **Design.** Stacking spaces shall be separated from other internal driveways by raised medians if deemed necessary by the Planning Director for traffic movement and safety.

8-3-2. **Application Requirements and Development Plan for Rezoning.**

A. An application for rezoning shall be submitted in accordance with § 8-2-2, Application Requirements.

B. All applications shall be complete in accordance with § 8-2-2D before the Planning Director is required to review the application. An application shall not be considered complete until a SEQR determination under Town Code, Chapter **104**, Environmental Quality Review, can be made.

~~C. In addition to the information required above, the following information shall be submitted as part of the formal application for rezoning to the SC district.~~

~~(1) A market analysis, including:~~

~~(a) Identification of the trade area of the proposed shopping center;~~

~~(b) Trade area population, present and future; and~~

~~(c) Net potential customers' buying power for stores in the proposed shopping center.~~

~~(2) A financial analysis indicating the ability of the petitioner to carry out the project.~~

~~(3) A traffic study, including an estimate of traffic volumes to be generated by the development and the assignment of traffic to proposed entrances and exits.~~

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

Section 4. Effective Date

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

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

X:\Current_Planning\Files\Text Amendments\ZTA-2022\ZTA-2022-04 SC District & Parking Standards\proposed changes_Shopping Center District (SC)_10_19_2022.docx

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

RECEIVED
NOV 14 2022
TOWN OF AMHERST
PLANNING DEPT.

COUNTY OF ERIE

WILLIAM E. GEARY, JR.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

November 14, 2022

Mr. Daniel J Ulatowski, AICP, Assistant Planner
Town of Amherst Planning Dept.
5583 Main Street
Williamsville, NY 14221

Re: Zoning Ordinance Text Amendment
Lead Agency Solicitation
(T) of Amherst, Erie County NY

Dear Mr. Ulatowski:

We have reviewed your request for Lead Agency for the above referenced project. Erie County Department of Public Works has no problem with the Town of Amherst being Lead Agency for this project. This approval of Lead Agency is only form Erie County Department of Public Works and does not imply that other County Departments concur with this approval, as their response will be coming by separate letter.

Please feel free to call me at 858-8371 should you have any questions.

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

Garrett M. Hacker, P.E.
Senior Civil Engineer

cc: Karen Hoak, Deputy Commissioner – Highways
Darlene Svilokos, P.E., Director of Engineering
Brian Rose, P.E., Supervisor of Engineering
Gina Wilkolaski, P.E., Traffic Safety Engineer
Michael Pasnik, Senior Highway Maintenance Engineer
File: Town

RATH BUILDING • 95 FRANKLIN STREET • BUFFALO, NEW YORK • 14202 • (716) 858-6000 • www

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

TOWN OF AMHERST
ENGINEERING DEPARTMENT
ERIE COUNTY – NEW YORK
JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER

October 21, 2022

TO: Scott Marshall – Principal Planner
Douglas Gesel – Senior Code Enforcement Officer
Daniel Ulatowski., Zoning Enforcement Officer
Patrick Lucey - Highway Superintendent
Stanley Sliwa, Esq. – Town Attorney

FROM: Brian J. Armstrong, EIT – Assistant Municipal Engineer

SUBJECT: Local Law to Amend Chapter 203 of the Zoning Ordinance
"SC" - Shopping Center District Text Amendments
ZTA-2022-04

PETITIONER: Town of Amherst

- At this time, we take no exceptions with the proposed amendment

BJA/sld

RECEIVED
OCT 26 2022
TOWN OF AMHERST
PLANNING DEPT.

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
700 Delaware Avenue, Buffalo, NY 14209
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

RECEIVED
OCT 25 2022
TOWN OF AMHERST
PLANNING DEPT.

October 24, 2022

Daniel Ulatowski
Town of Amherst
5583 Main Street
Williamsville, New York 14221

SEQR Lead Agency Coordination
Revisions to Amherst Town Code
Town of Amherst, Erie County

Dear Daniel Ulatowski:

The New York State Department of Environmental Conservation (NYSDEC) has reviewed the Town of Amherst's request for State Environmental Quality Review (SEQR) Lead Agency status on the above referenced project. NYSDEC agrees that the Town should act as the SEQR Lead Agency. NYSDEC is not an involved agency and does not have any specific comments regarding the proposed revisions to the Amherst Town Code.

Thank you for providing NYSDEC the opportunity to review this proposal. Please keep us informed about any new projects which may be proposed. If you have any questions, please feel free to contact Kris Carlson or myself at 716-851-7165.

Respectfully,

David S. Denk

David S. Denk
Regional Permit Administrator

NEW YORK STATE | Department of Environmental Conservation

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

RECEIVED
OCT 20 2022
TOWN OF AMHERST
PLANNING DEPT.

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

October 19, 2022

Mr. Daniel J. Ulatowski, AICP
Assistant Planning Director
Town of Amherst
5583 Main Street
Amherst, NY 14221

Re: **Zoning Ordinance Text Amendment, Chapter 203 – SC – Shopping Center District**

Location: **Town of Amherst**
Review No.: **14617-22-630**

Dear Mr. Ulatowski,

Pursuant to Article 8 of the New York Environmental Conservation Law, the Erie County Department of Environment and Planning (DEP) is in receipt of the above-referenced lead agency solicitation received on October 6, 2022, and consents to the Town of Amherst acting as lead agency in the environmental review of this action.

This review pertains to the above referenced project submitted to DEP. This should not be considered sufficient for any County approvals. The applicant and/or its contractors must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Planner

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, N.Y. AND REPLY TO MUNICIPALITY

Submit this form with full statement of proposed action (as described in GML 239-m(c)) at www.Erie.gov/IRonline, OR mail a hard copy (retain a copy for your files) to: Erie County Division of Planning, 95 Franklin Street, Room 1053, Buffalo, N.Y., 14202

DO NOT WRITE IN THIS SPACE

Case No.: M617-22-63

Postmark/Delivery Date: 10/6/22

The proposed action described herein is referred in accordance with the provisions of NYS General Municipal Law §239 l - nn

A Municipal Referral Map is available to help determine whether an applicable action is subject to referral.

RECEIVED
OCT 20 2022
TOWN OF AMHERST
PLANNING DEPT.

Description of Proposed Action

1. Name of Municipal ty: Town of Amherst

§239- n(4)(b) provides that the county shall have 30 days after receipt of a full statement of the proposed action to reply. If the county fails to reply within such period, the referring body may take final action. However, any county reply received after 30 days but 2 or more days prior to final action by the referring body shall be subject to §239-m(5). The referring body shall file a report of its final action with the county within 30 days per §239-m(6).

2. Hearing Schedule: Date October 5, 2022 Time 6:30 PM Location 5583 Main Street, 14221

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

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

☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other:

5. Location of Proper y: ☑ Entire Municipality ☐ Address:

5a. S.B.L. of Propert /:

6. Referral required a site is within 500' c f: ☐ State or County Property/Institution ☑ Municipal Boundary ☑ Farm Operation located in an Agricultural District

☐ Expressw ay ☑ County Road ☑ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change r use: *(specify the action, such as the scope of variances or site plans)* text amendments to zoning ordinance (Chapter 230) affecting the SC-Shopping Center District, parking and service station standards.

8. Other remarks: Z.TA-2022-04

9. Submitted by: Daniel J. Ulatowski, AICP **Email:** dulatowski@amherst.ny.us

10. Return Address: 5583 Main Street, Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above- described proposed action is acknowledged on 10/6/22. The Division herewith submits its review an d reply under the provisions of applicable state and local law, based on the information submitted with this re ferral.

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Comment o n proposed action is attached hereto.**
3. ☐ **The proposed action is subject to review; Recommendation on Proposed Action is attached hereto.**
4. ☒ **No Recommendation; proposed action has been reviewed and determined to be of local concern.**

By the Division of Pla nning: Date: 10/19/22

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

Carrato, Amy

From: Ulatowski, Daniel
Sent: Thursday, October 20, 2022 11:09 AM
To: Marshall, Scott; Voigt, Thomas J.; Palumbo, Gary
Cc: Carrato, Amy
Subject: FW: Zoning ordinance Amendment Shopping Center District Amendements 2022 SQ 430

RECEIVED
OCT 20 2022
TOWN OF AMHERST
PLANNING DEPT.

NYSDOT reply below

From: Buffamonte, Joseph (DOT) <Joseph.Buffamonte@dot.ny.gov>
Sent: Thursday, October 20, 2022 11:05 AM
To: Ulatowski, Daniel <dulatowski@amherst.ny.us>
Cc: Hebert, Kevin P (DOT) <Kevin.Hebert@dot.ny.gov>
Subject: Zoning ordinance Amendment Shopping Center District Amendements 2022 SQ 430

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

The NYSDOT concurs with Town of Amherst acting as lead agency .

NYSDOT concurs with the zoning amendment as written.

Joseph D. Buffamonte
Program Management & Local Programs Manager
New York State Dept. of Transportation
100 Seneca Street
Buffalo, NY 14203

(716) 847 3249 | joseph.buffamonte@dot.ny.gov
DOT.NY.GOV

Attachment: ZTA-2022-04 TB letter packet 112222 (RES-2022-1131 : Local Law to Amend Chapter 203 of Town Code - Text Amendments to SC -

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26747 **RESOLUTION 2022-1132** **HEARING CLOSED**

Acquisition by Eminent Domain of Boulevard Mall Parcels

NOTICE OF PUBLIC HEARING PURSUANT TO ARTICLE 2 OF THE NEW YORK STATE EMINENT DOMAIN PROCEDURE LAW IN CONNECTION WITH THE PROPOSED ACQUISITION OF THE BOULEVARD MALL PARCELS IN THE TOWN OF AMHERST, NEW YORK, IN CONNECTION WITH THE TOWN OF AMHERST'S BOULEVARD CENTRAL DISTRICT URBAN RENEWAL PLAN

NOTICE IS HEREBY GIVEN THAT, pursuant to Article 2 of the New York State Eminent Domain Procedure Law ("EDPL"), the Town Board of the Town of Amherst (the "Town Board") will hold a public hearing on the 22nd day of November, 2022 at 7:00 p.m., local time, at the Municipal Building (Town Hall) located at 5583 Main Street, Williamsville, New York 14221, to outline and/or describe the proposed acquisition by the Town of certain parcels of property located in the Town of Amherst, New York (the "Town"), hereafter known as the "Property", which consist of the following properties and/or a portion thereof:

No.	Address/Street	Tax Map Number
1.	1269 Niagara Falls Blvd	54.03-1-24.4
2.	1267 Niagara Falls Blvd	54.03-1-24.22
3.	3891 Maple Rd	54.03-1-14
4.	3893 Maple Rd	54.03-1-13
5.	1265 Niagara Falls Blvd	54.03-1-24.21
6.	1261 Niagara Falls Blvd	67.06-1-1.111
7.	1261 Niagara Falls Blvd	67.06-1-1.111/A
8.	1167 Niagara Falls Blvd	67.06-1-39
9.	1185 Niagara Falls Blvd	54.03-1-23.1
10.	300 Almeda Avenue	54.03-1-12.1

The Town has proposed to acquire the Property for the following public purpose(s): as further set forth in the Town of Amherst's Boulevard Central District Urban Renewal Plan, adopted October 24, 2022 (the "Urban Renewal Plan"), the Boulevard Mall is a main driver of economic underdevelopment, underutilization, declining property valuations and assessments, as well as stagnation and blight within the Urban Renewal Area. Thus, the Town Board has determined that the Property specifically, should be redeveloped to eliminate that blight, and should be transformed into a walkable, mixed-use, transit-oriented development that is capable of acting as a community center for both the Town and the greater Buffalo region. Redevelopment of the Property is intended to: (i) improve the quality and appearance of non-residential development within the Town; (ii) encourage reinvestment and capital investment (public and private) in commercial corridors and residential neighborhoods within the Town; (iii) further the Town's plans of establishing a Town-wide network of parks, open spaces, and greenway corridors; and (iv) establish site control of the Boulevard Mall Parcels, which is a necessary and integral step towards furthering and realizing the land use and other development goals set forth in the Urban Renewal Plan and the Town of Amherst's Bicentennial Comprehensive Plan, as specifically

applied to the Boulevard Mall Parcels and/or the Boulevard Central District Urban Renewal Area as a whole.

Acquisition of the above-described Property will include acquisition of land, buildings and other improvements, if any, situated thereon; and all other real property interests of any kind or nature. There are no viable alternate locations for the proposed public project because the Urban Renewal Plan only contemplates and authorizes the redevelopment of a geographically limited and specifically delineated area of the Town (the Boulevard Central District Urban Renewal Area, of which the Property is a part), with that area both currently exhibiting blight and being centrally located on a main thoroughfare and commercial corridor in the Town, such that the redevelopment of that area is most likely to further the purposes of the Urban Renewal Plan described above.

The public hearing is intended to inform the property owner(s) and the public about the proposed acquisition of the above-described Property and to outline and review the public use, benefit and purpose to be served by the proposed redevelopment of those parcels pursuant to the Urban Renewal Plan. The property owner(s) and public are invited to attend the public hearing and to present oral and/or written statements or other documents concerning this matter.

Please be advised that pursuant to Article 2 of the EDPL, any property owners who may subsequently wish to challenge condemnation of their property via judicial review may do so only on the basis of issues, facts and objections raised at such hearing.

For additional information, please contact Daniel Howard, Planning Director, Town of Amherst, Town Hall, 5583 Main Street, Williamsville, New York 14221; Telephone (716) 631-7051.

11/22/2022
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was opened at 7:24 PM.

Daniel Spitzer on the behalf of the Town of Amherst, presented.

The following speakers addressed the Town Board:
Attorney Paul Notaro spoke on the behalf of the owner of Premier Car Care
Joe Voytovich, 35 Bucyrus Dr. - information on the Urban Renewal Plan

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:47 PM.

RESULT:	**HEARING CLOSED**

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26737 **RESOLUTION 2022-1133** **ADOPTED**

SEQR Determination 1400-1404 & 1408-1416 Sweet Home Road, Z-2022-02

RESOLVED, that pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Section 104, as amended, the 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 be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 1400-1404 & 1408-1416 Sweet Home Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

11/22/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

Attachment: Z-2022-02_draft TB neg dec_112222 (RES-2022-1133 : SEQR Determination - 1400-1404 & 1408-1416 Sweet Home Rd)

D R A F T (11/22/22)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**: Z-2022-02
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action:	Rezoning Request.
SEQR Status:	Type I Action
Description of Action:	Rezoning of 7.43± acres of land from Research & Development District (RD) to Center 8 District (CTR-8) to allow for the future use and development of the site for a mixed-use project consisting of 500± residential units and 10,000± square feet of commercial/retail space.
Location:	1400-1404 & 1408-1416 Sweet Home Road, Town of Amherst, Erie County, New York
Petitioner:	North Forest Development, LLC

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 7.43± acres of land from Research & Development District (RD) to Center 8 District (CTR-8) for the proposed future use and development of the site for a mixed-use project consisting of 500± residential units and 10,000± square feet of commercial/retail space will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on September 13, 2022 reviewed the application and EAF submitted on July 29, 2022, and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. The site is currently developed with 5 single story office buildings and associated off-street parking. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on September 13, 2022 reviewed the application and EAF submitted on July 29, 2022, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however the site is presently developed and has been significantly disturbed, therefore the proposed action will not impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from RD to CTR-8. Neighboring uses are a University at Buffalo research center to the north, zoned RD, student housing to the south zoned Multi-Family Residential District-Six (MFR-6), the University at Buffalo North Campus to the east, and the I-990 corridor to the west zoned RD; therefore, the project is consistent with the surrounding land uses and/or neighborhood character.

6. The proposed rezoning to CTR-8 for the proposed future use and development of the site for a mixed-use project consisting of 500± residential units and 10,000± square feet of commercial/retail space will not cause a major change in the use of either the quantity or type of energy.

Attachment: Z-2022-02_draft TB neg dec_112222 (RES-2022-1133 : SEQR Determination - 1400-1404 & 1408-1416 Sweet Home Rd)

7. The rezoning to CTR-8 for the proposed future use and development of the site for a mixed-use project consisting of 500± residential units and 10,000± square feet of commercial/retail space will not create any hazard to human health.

8. The rezoning to CTR-8 will cause a substantial change in the use, and the intensity of use, of the existing land. The proposed future use and development of the site for a mixed-use project consisting of 500± residential units and 10,000± square feet of commercial/retail space will be consistent with the scale of surrounding land uses. The site has capacity to support the increase in intensity of use.

9. The rezoning to CTR-8 for the proposed future use and development of the site for a mixed-use project consisting of 500± residential units and 10,000± square feet of commercial/retail space will increase the number of people using the site over its current level of use for administrative offices.

10. Review of the application and the Traffic Impact Study prepared by SRF Associates and received on March 21, 2022, by the Town Traffic/Safety Board on September 19, 2022, and NYSDOT on April 21, 2022 indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on September 13, 2022, Engineering on September 13, 2022, Traffic/Safety Board on September 12, 2022, Assessor on September 13, 2022, and Right-of-Way Agent on September 12, 2022 along with outside agencies including, New York State Department of Transportation on April 21, 2022, and the New York State Department of Environmental Conservation on April 18, 2022. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

DH/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_draft TB neg dec_112222.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-02_draft TB neg dec_112222 (RES-2022-1133 : SEQR Determination - 1400-1404 & 1408-1416 Sweet Home Rd)

Attachment: draft neg dec_amended (RES-2022-1133 : SEQR Determination - 1400-1404 & 1408-1416 Sweet Home Rd)

D R A F T (11/22/22)(amended in red)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**: Z-2022-02
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:

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The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action:	Rezoning Request.
SEQR Status:	Type I Action
Description of Action:	Rezoning of 7.43± acres of land from Research & Development District (RD) to Center 8 District (CTR-8) to allow for the future use and development of the site for a mixed-use project consisting of 500± residential units and ~~10,000~~ 20,000 ± square feet of commercial/retail space.
Location:	1400-1404 & 1408-1416 Sweet Home Road, Town of Amherst, Erie County, New York
Petitioner:	North Forest Development, LLC

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 7.43± acres of land from Research & Development District (RD) to Center 8 District (CTR-8) for the proposed future use and development of the site for a mixed-use project consisting of 500± residential units and ~~10,000~~ 20,000 ± square feet of commercial/retail space will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on September 13, 2022 reviewed the application and EAF submitted on July 29, 2022, and had no objection or comments on the proposed rezoning.

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6. The proposed rezoning to CTR-8 for the proposed future use and development of the site for a mixed-use project consisting of 500± residential units and ~~10,000~~ 20,000 ± square feet of commercial/retail space will not cause a major change in the use of either the quantity or type of energy.

Attachment: draft neg dec_amended (RES-2022-1133 : SEQR Determination - 1400-1404 & 1408-1416 Sweet Home Rd)

7. The rezoning to CTR-8 for the proposed future use and development of the site for a mixed-use project consisting of 500± residential units and ~~10,000~~ 20,000 ± square feet of commercial/retail space will not create any hazard to human health.

8. The rezoning to CTR-8 will cause a substantial change in the use, and the intensity of use, of the existing land. The proposed future use and development of the site for a mixed-use project consisting of 500± residential units and ~~10,000~~ 20,000 ± square feet of commercial/retail space will be consistent with the scale of surrounding land uses. The site has capacity to support the increase in intensity of use.

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10. Review of the application and the Traffic Impact Study prepared by SRF Associates and received on March 21, 2022, by the Town Traffic/Safety Board on September 19, 2022, and NYSDOT on April 21, 2022 indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on September 13, 2022, Engineering on September 13, 2022, Traffic/Safety Board on September 12, 2022, Assessor on September 13, 2022, and Right-of-Way Agent on September 12, 2022 along with outside agencies including, New York State Department of Transportation on April 21, 2022, and the New York State Department of Environmental Conservation on April 18, 2022. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

DH/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_draft TB neg dec_112222.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
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NYSDOT
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: draft neg dec_amended (RES-2022-1133 : SEQR Determination - 1400-1404 & 1408-1416 Sweet Home Rd)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26662 **RESOLUTION 2022-1078** **ADOPTED**

Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet Home Road, Z-2022-02)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 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 September 22, 2022, that the proposed rezoning from Research and Development District (RD) to the Center 8 District (CTR-8) at 1400-1404 & 1408-1416 Sweet Home Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

11/7/2022
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 7:11 PM.

Attorney Sean Hopkins presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the November 22nd Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:18 PM.

11/22/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0

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

Amherst

Town 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 November 7, 2022

October 28, 2022

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

Subject: Request to rezone 7.43± acres of land from Research and Development District (RD) to Center 8 District (CTR-8); property located at 1400-1404 & 1408-1416 Sweet Home Road, North Forest Development, LLC, petitioner. (Z-2022-02).

Honorable Members:

The subject properties comprise a 7.43± acre L-shaped site located on the north west corner of Rensch Road and Sweet Home Road approximately 1,600 feet south of the intersection of Chestnut Ridge Road and Sweet Home Road and is opposite the Rensch Road entrance to the State University of New York at Buffalo. The site is currently being used as a commercial office development that consists of 5 single-story buildings, associated parking, and landscaping. There are two existing curb cuts from the sites to Rensch 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 future use and development of a mixed-use project consisting of 500± residential units and 10,000± square feet of commercial/retail space.

The subject sites were zoned RD with the adoption of the Zoning Ordinance and Town wide Zoning map on January 19, 1976.

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

continued . . .

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Honorable Town Board

Rezone 7.43± acres of land from RD to CTR-8; property located at 1400-1404 & 1408-1416 Sweet Home Road. Agenda of November 7, 2022

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Figure 6 of the Comprehensive Plan identifies the subject area as appropriate for mixed-use development. Figure 6A designates this mixed-use area as a suburban center. Suburban centers are characterized by their location along major thoroughfares away from single-family residential housing. Suburban centers are larger parcels of land and can accommodate more intense forms development. The subject request is consistent with the characteristics of a suburban center as described and identified in the 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 subject request is compatible with surrounding development including the multi-family residential housing zoned MFR-6 to the south, the University at Buffalo North Campus to the east, and the Interstate 990 to the west. The land to the north of the subject request is currently vacant and is zoned RD, which allows for land uses that are compatible and ancillary to the subject proposal.

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.

RECOMMENDATION

The Planning Board at its meeting of September 22, 2022 held a public hearing on the subject rezoning request and recommended that the Town Board find that the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved.

continued . . .

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Honorable Town Board

Rezone 7.43± acres of land from RD to CTR-8; property located at 1400-1404 & 1408-1416 Sweet Home Road. Agenda of November 7, 2022

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/bf
Att.
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_TB_Letter.docx
cc: Stanley Sliwa, Town Attorney
Planning Board Approval September 19, 2022
Ayes 5 Noes 0 Absent 2 (Kahn, Raffaele)

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Amended Rezoning Application & Supporting Documentation - Rezoning of 1400-1404 and 1408-1416 Sweet Home Road from RD to CTR-8
Applicant: North Forest Development LLC
Date: July 25, 2022

Prepared by: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: _____ **Acreage** 7.43 Acres **Fee $** _____

Address Verified by Assessor's Office _____
VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid _____
ACCEPTED BY DATE

Materials Checked by Building Dept. _____
RECEIVED BY DATE

Materials Received by Planning Dept. _____
RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	_____
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		$2750.00
20 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 20 acres**		_____
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres**		_____
Request for Relief of/Change to Conditions of Zoning Approval	**$ 1,200**	_____
AFFIDAVIT FEE FOR PUBLIC HEARING	**$ 15.00**	$15.00
	TOTAL FEE:	$ 2,765.00

[Note: Filing Fee in the amount of $2,765.00 previously paid.]

[Note: A completed Amended Full Environmental Assessment Form dated July 25, 2022 along with Page 5[a] attached as Exhibit "2".]

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: North Forest Development LLC

Address: c/o Sean Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221
City State Zip Code

Phone: 510-4338 Fax:

E Mail shopkins@hsmlegal.com

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

From: RD District

To: CTR-8 District

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

1400-1404 and 1408-1416 Sweet Home Road

SBL #: SBL No. 54.12-1-42 and 54.12-1-43.1

4. **Area of land to be rezoned** (in acres): 7.43

5. **Owner of Land:**

Name: North Forest Properties #1 LLC

Address: 2829 Wehrle Drive, Suite 1 - Williamsville, NY 14221

Telephone: 716.626-9764

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

Other Representative:
Christopher Wood, P.E.
Carmina Wood Morris DPC
487 Main Street, Suite 600
Buffalo, New York 14202
Tel: 842-3165 [Ext. 103]
E-mail: cwood@cwm-ae.com

Name: Sean W. Hopkins, Esq.

Address: 5500 Main Street, Suite 343

Williamsville, New York 14221

Tel: 716.510-4338 - E-mail: shopkins@hsmlegal.com

City State Zip Code

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

7. **Petitioner's interest in property** [Note: Authorization Letter of the Property Owner attached as Exhibit "1" of this Rezoning Application.]

_____Option to purchase

_____Owner

__X____Other (explain) The Project Site and Petitioner are related entities.

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)

Not Applicable.

9. **Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.** Legal description of property to be rezoned from RD to CTR-8 is attached as Exhibit "3" and a reduced size copy of the Survey of the Project Site is attached as Exhibit "4".

10. **Said property has the following deed restrictions or Covenants:** (attach copy) Not Applicable.

Liber _____ Page _____

11. **Information on proposed project:**

A. Description of the character of the proposed development:

See Exhibit 5.

B. Rationale for rezoning request:

1. Why was this site chosen?

See Exhibit 5.

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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

See Exhibit 5.

3. How will this rezoning impact surrounding properties?

See Exhibit 5.

4. How will this rezoning impact the school system?

See Exhibit 5.

12. Quantitative Data:

A. Total # of dwelling units: 500 units

B. Distribution of dwelling units by type: All dwelling units are apartments for lease

C. Gross Residential Density per acre: 67.29 units per acre.

D. Total amount of Open Space: 0

E. Proposed Non-Residential Floor Area: 20,000 sq. ft. first floor commercial space.

[Note: A reduced size copy of the Concept Site Plan [Drawing C-100] for the proposed mixed-use redevelopment project as prepared by Carmina Wood Morris is provided at Exhibit "7" and a full size copy is also attached.]

13. Development Schedule:

Start: To be Determined

Finish: To be Determined

Stages (# of): 1

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

The commercial space and residential units will be leased.

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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

Greenspace and landscaping will be privately owned and maintained.

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

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

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

See Exhibit 6.

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 Town Board adopted the 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, map, and / or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.

See Exhibit 6.

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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

See Exhibit 6.

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

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

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

See Exhibit 6.

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

See Exhibit 6.

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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

See Exhibit 6.

17. The petitioner encloses herewith the sum of $ N/A 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.

[Note: Authorization Letter of Property Owner signed attached as Exhibit "1".]

Counsel for Petitioner

Signature of Petitioner

Subscribed and sworn to before me this 25th day of July, 2022

NOREEN A. ZIMMERMAN
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires Aug. 31, 2026

Notary Public, Erie County, New York

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

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

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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.

P/CurrPlan/Applications2007/Rezoning & Comp Plan Amend App.
10/08

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Exhibit 1 – Authorization Form Signed by Property Owner

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

AUTHORIZATION

North Forest Properties #1 LLC, as the record owner of 1400-1416 Sweet Home Road [SBL No. 54.12-1-42 and 54.12-1-43.1] in the Town of Amherst (collectively the "***Project Site***") hereby authorizes representatives including Carmina Wood Morris DPC and Hopkins Sorgi & McCarthy PLLC to seek the approvals and permits required from the Town of Amherst as well as involved and interested agencies for the development of the Project Site as a mixed-use project.

Date: March 15, 2022

NORTH FOREST PROPERTIES #1 LLC

By: _____

Print Name: Roy Jordan

Exhibit 2 – Amended Part 1 of the Full Environmental Assessment Form Prepared Pursuant to the State Environmental Quality Review Act ("SEQRA") with Attached Page 5[a]

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Amended Part 1 of Full EAF - Rezoning of 1400-1404 and 1408-1416 Sweet Home Road from RD to CTR-8
Applicant: North Forest Development LLC
Date: July 25, 2022

Full Environmental Assessment Form Part 1 - Project and Setting

Prepared By: Sean Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, NY 14221
Tel: 716.510-4338
E-mail: shopkins@hsmlegal.com

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 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Proposed Mixed-Use Redevelopment Project		
Project Location (describe, and attach a general location map): 1400-1404 and 1408-1416 Sweet Home Road - Town of Amherst - Erie County [SBL No. 54.12-1-42 and 54.12-1-43.1]		
Brief Description of Proposed Action (include purpose or need): The proposed project consists of a proposed mixed-use redevelopment project consisting of an 7-story mixed-use building with 20,000 sq. ft. of 1st floor commercial space and two 7-story multifamily buildings (total of 500 apartments with total of 585 parking spaces) and related site improvements. The action includes an amendment of the zoning classification of 1400-1404 and 1408-1416 Sweet Home Road (collectively the "Project Site") from RD to CTR-8. The proposed action has been defined broadly to include all required discretionary approvals required from the municipal boards of the Town of Amherst and involved agencies as well as the construction of the proposed mixed-use and multifamily buildings and all related site improvements including parking spaces, 2 driveways onto Rensch Road, access aisles, landscaping, lighting, underground storm water management improvements, water and sanitary sewer lines as well as utility connections. The Project Site consists of an existing office park to be replaced by the proposed mixed-use project. Given that the proposed mixed-use project ("action") will not result in any potentially significant adverse environmental impacts, the issuance of a negative declaration pursuant to SEQRA is appropriate. The action is a Type I action pursuant to SEQRA (6 NYCRR Part 617.4) since it involves more than 250 attached residential units.		
Name of Applicant/Sponsor: North Forest Development LLC c/o Sean Hopkins, Esq.	Telephone: 716.510-4338 E-Mail: shopkins@hsmlegal.com	
Address: 5500 Main Street, Suite 343		
City/PO: Williamsville	State: NY	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Same as Above	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): North Forest Properties 1 LLC	Telephone: 716.626-9764 [Ext. 212] E-Mail: royj@nforest.com	
Address: 2829 Wehrle Drive, Suite 1		
City/PO: Williamsville	State: NY	Zip Code: 14221

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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 Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board - Amended Rezoning Application	July 25, 2022
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan Approval	To be Determined ("TBD")
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Zoning Board of Appeals - Possible Area Variances	TBD
d. Other local agencies ☑Yes ☐No	Building Dept. - Demolition & Building Permits; Highway Department - Curb Cut Permits	TBD
e. County agencies ☑Yes ☐No	ECWA - Water	TBD
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYSDEC - SPDES and DSCA	TBD
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?
Research Development District ("RD")

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? CTR-8

C.4. Existing community services.

a. In what school district is the project site located? Sweet Home Central 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?
Volunteer Fire Department for the fire district in which the Project Site is located

d. What parks serve the project site?
There are various parks that will be accessible to the future tenants of the mixed-use redevelopment project

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)? Mixed-use project consisting of approximately 20,000 sq. of 1st floor commercial space and apartments for lease [3 proposed building consistent with the Concept Site Plan [Drawing C-100].

b. a. Total acreage of the site of the proposed action? 7.43 acres
b. Total acreage to be physically disturbed? 7.43 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 7.43 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: _____ 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				500
At completion of all phases				

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

If Yes,

i. Total number of structures 1 Mixed-Use Building

ii. Dimensions (in feet) of largest proposed structure: 105' height; 170' width; and 242' length

iii. Approximate extent of building space to be heated or cooled: 20,000 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: Undeground stormwater detention.

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

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

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: N/A 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):

N/A

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: 110,000 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: ECWA Consolidated Water District
- 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:

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:

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

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

i. Total anticipated liquid waste generation per day: 110,000 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 Wastewater Treatment Plant
- Name of district: Town of Amherst
- 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):

_____

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

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 _____ acres (impervious surface)
_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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)?

- 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)

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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? [Note: Traffic Impact Study prepared by SRF Associates previously submittted with Rezoning Application and Supporting Documentation] ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend ☐Randomly between hours of _____ to _____.

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

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

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: _____

To be determined for 1st floor commercial space and dependent on needs of commercial tenants.

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: 7:00 AM to 7:00 PM
- Saturday: 7:00 AM to 5:00 PM
- Sunday: As Needed
- Holidays: Not Applicable

ii. During Operations:

- Monday - Friday: To be Determined [Commercial]
- Saturday: TBD
- Sunday: TBD
- Holidays: TBD

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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:

There will be temporary and unavoidable short-term noise impacts resulting from the use of construction equipment during the construction of the proposed mixed-use redevelopment project.

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:

There will be outdoor lighting per the lighting standards contained in the Town of Amherst Zoning 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: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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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): UB North Campus and Center for Inquiry

ii. If mix of uses, generally describe:

There are a wide assortment of land uses on properties zoned GB, MFR-5, etc. in the vicinity of the Project Site.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	6.5	6.74	.2
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• 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 and Landscaping	1.2	1	(.2)

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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:
University of Buffalo North Campus and People Inc. Group Home

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):

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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? >1 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: Churchville Silt Loam 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: >3 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 _____ Approximate Size _____
- 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-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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

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-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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 North Forest Development LLC Date July 25, 2022

Signature _____ Title Project Counsel

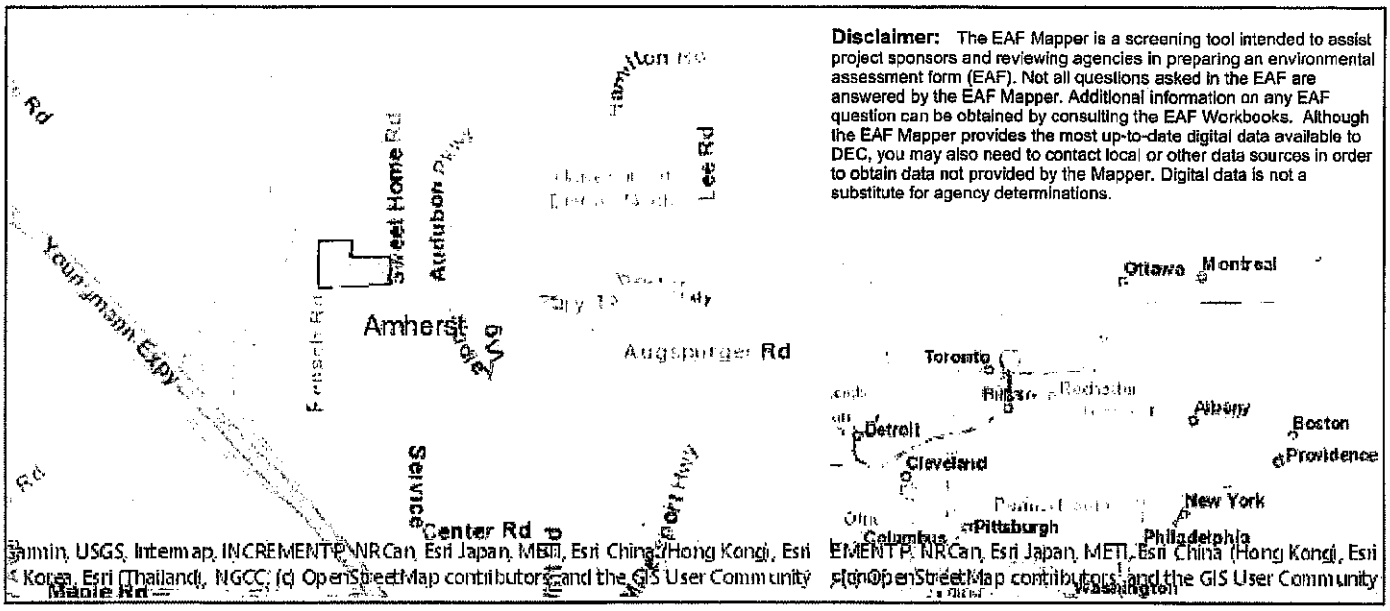
Sean Hopkins, Esq.

PRINT FORM

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

EAF Mapper Summary Report

Sunday, March 13, 2022 1:43 AM



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]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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]	Yes
E.3.i. [Designated River Corridor]	No

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Rezoning of 1400-14034 and 1408-1416 Sweet Home Road from from RD to CTR-8

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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
Churchville Silt Loam	Severe	Severe	Severe	Severe	Moderate

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

   [Note: Three copies of the Geotechnical Report prepared by Glynn Geotechnical Engineering dated February 11, 2004 have been submitted to the Planning Department].

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

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

   Not Applicable.

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: Not Applicable.

   (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 269
   Source: Traffic Impact Study prepared by SRF Associates dated March 21, 2022.

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:
    110,000 gpd average flow 440,000 gpd peak flow.

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

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

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Exhibit 3 – Legal Description of Property to be Rezoned from RD to CTR-8

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

EXHIBIT 3 OF AMENDED REZONING APPLICATION

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM RESEARCH DEVELOPMENT DISTRICT ("RD") TO CTR CENTER EIGHT ("CTR-8")

1400-1404 SWEET HOME ROAD [RD TO CTR-8]:

All that certain Piece or Parcel of Land, situate, lying and being in the Town of Amherst, County of Erie and State of New York, being Part of Lot 79, Township 12, Range 7 of the Holland Land Company's Survey, and being more particularly bounded and described as follows:

Commencing at a point in the east line of said Lot No. 79, 174.00 feet south of the northeast corner of said Lot No. 79, said point also being the southeast corner of Liber 2713 of Deeds at page 120, said east line also being the center line of Sweet Home Road (width varies, originally 66 feet wide); thence westerly along a line parallel to the north line of said Lot No. 79 and bearing S 89° 38' 35" W, 80.00 feet to a point in the west line of lands acquired by the New York State Department of Transportation for Sweet Home Road S.H. No. 9409, Map No. 72, Parcel No. 75 the point or place of beginning; thence southerly along the west line of said Parcel No. 75 and bearing of S 00° 00' 20" W, 297.93 feet to a point; thence southwesterly along the west line of said parcel No. 75 and bearing S 47° 59' 05" W, 33.65 feet to a point in the north line of Rensch Road (49.5 feet wide); thence westerly along the north line of said Rensch Road and bearing S 88° 14' 38" W, 401.68 feet to the west line of deed recorded in the Erie County Clerk's Office on March 3, 2017 in Liber 11310 of Deeds at page 1116; thence northerly along a line parallel to the east line of said Lot No. 79 and bearing N 00° 00' 20" E, 330.11 feet to a point; thence easterly along a line parallel to the north line of said Lot No. 79 and bearing N 89° 38' 35" E, 426.50 feet more or less to the point or place of beginning and containing 3.175 Acres, more or less.

Excepting therefrom, that portion of premises acquired by the People of the State of New York by Notice of Appropriation dated May 20, 2005, recorded September 26, 2005 in Liber 11101 of Deeds, page 8475.

1408, 1412 and 1416 SWEET HOME ROAD [RD TO CTR-8]:

All that certain Piece or Parcel of Land, situate, lying and being in the Town of Amherst, County of Erie and State of New York, being Part of Lot 79, Township 12, Range 7 of the Holland Land Company's Survey, and being more particularly bounded and described as follows:

Commencing at a point in the east line of said Lot 79, 174.00 feet south of the northeast corner of said Lot 79, said point also being the southeast corner of Liber 2713 of deeds at page 120, said east line also being the centerline of Sweet Home Road (width varies, originally 66 feet wide); Thence westerly along a line parallel to the north line of said Lot 79 and bearing S 89° 38' 35" W, 80.00 feet to a point in the west line of lands acquired by the New York State Department of Transportation for Sweet Home Road S.H. No. 9409, Map No. 72, Parcel No. 75; Thence southerly along the west line of said Parcel No. 75 and bearing S 00° 00' 20" W, 297.93 feet to a point; Thence southwesterly along the west line of said Parcel No. 75 and bearing S 47° 59' 05" W, 33.65 feet to a point in the north line of Rensch Road (49.50 feet wide); Thence westerly along the north

line of said Rensch Road and bearing S 88° 14' 38" W, 401.68 feet to the principal point of beginning; Thence continuing westerly along the north line of said Rensch Road and bearing S 88° 14' 38" W, 370.64 feet to a point; Thence northerly along a line bearing N 00° 55' 05" E, 510.78 feet to a point in the north line of said Lot 79; Thence easterly along the north line of said Lot 79 and bearing N 89° 38' 35" E, 362.34 feet to a point; Thence southerly along a line parallel to the east line of said Lot 79 and bearing S 00° 00' 20" W, 501.61 feet to the point or place of beginning and containing 4.257 Acres, more or less.

Exhibit 3 of Amended Rezoning Application
Legal Description of Property to be Rezoned from RD to CTR-8
Page 2 of 2

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Exhibit 4 – Reduced Size Copy of Survey of Project Site

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

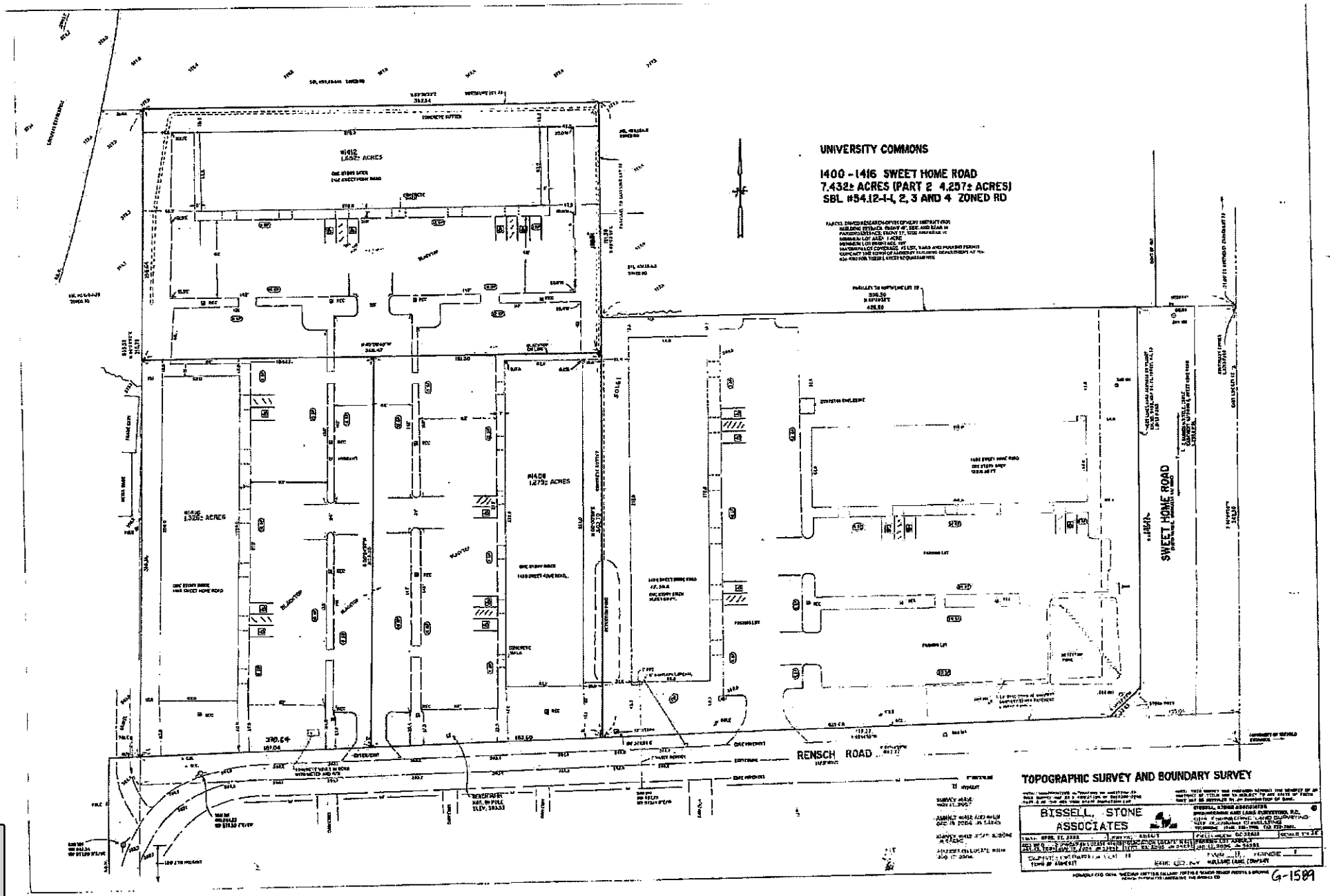

UNIVERSITY COMMONS
1400 - 1416 SWEET HOME ROAD
7.432± ACRES (PART 2 4.257± ACRES)
SBL #54.12-1-1, 2, 3 AND 4 ZONED RD
#1412
1.6025 ACRES
#1408
1.2795 ACRES
1.3205 ACRES
SWEET HOME ROAD
RENSCH ROAD
TOPOGRAPHIC SURVEY AND BOUNDARY SURVEY
BISSELL, STONE ASSOCIATES
G-1589

Exhibit 5 – Responses to Questions 11A & 11B of the Rezoning Application

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

EXHIBIT 5 OF AMENDED REZONING APPLICATION

RESPONSES TO QUESTION 11 OF REZONING APPLICATION
REZONING OF 1400-1404 AND 1408-1416 SWEET HOME ROAD
FROM RD TO CTR-5 AND CTR-8

Question 11(A): Description of the character of the proposed development:

Response to Question 11(A): The proposed mixed-use project will be upscale in character and will feature an eight-story mixed use building along the Sweet Home Road frontage of the Project Site and two five-story buildings on the remainder of the Project Site. The existing office buildings located on the Project Site would be demolished in connection with the mixed-use redevelopment project. The proposed mixed-use redevelopment project requires the zoning classification of the Project Site to be amended from Research Development District ("RD") to CTR-8 Center 8 District ("CTR-8").

The conceptual layout of the proposed mixed-use project is depicted on the full size Concept Site Plan [Drawing C-100] prepared by Carmina Wood Morris P.C. attached to this Rezoning Application. A reduced size copy of the Concept Site Plan is also provided at **Exhibit "7"**. It is important to mention that the layout of the proposed project as depicted on the Concept Site Plan provided is not meant to represent the final layout of the proposed mixed-use redevelopment project since modifications may be necessary based on the project review process and the preparation of fully engineered plans.

The proposed mixed-use redevelopment project will be consistent with the character of nearby parcels that have been rezoned by the Town during the past decade including the nearby student housing communities and mixed-use projects on properties on the west side of Sweet Home Road consisting of commercial space, apartments and hotels. Landscaping will be provided pursuant to a Landscaping Plan to be prepared by a licensed landscape architect during the site

plan review stage of the project and the landscaping will feature numerous trees, bushes and shrubs.

Question 11(B)(1): Rationale for rezoning request: 1. What was this site chosen?

Response to Question 11(B)(1): The Project Site is an appropriate location for the proposed project given the character and scale of nearby land uses and the close proximity to the University of Buffalo North Campus. A primary reason the Project Site was selected for the proposed mixed-use project is that it is designated as "Suburban Corridor" per Figure 6-A of the Comprehensive Plan.

Question 11(B)(2): Why cannot land be used with the existing zoning?

Response to Question 11(B)(2): The Project Site is currently zoned Research and Development ("RD") and can continue to be utilized as an office park. The Applicant is requesting that the Project Site be rezoned to CTR-8 to accommodate the proposed mixed-use project. Nearly all of the nearby parcels on both sides of Sweet Home Road and Rensch Road in close proximity to the Project Site were rezoned to RD by the Town of Amherst in 1976, at the time the Town adopted a new zoning code.

The planning objective at that time was to provide RD zoned land that would accommodate uses that would benefit from close proximity to the UB North Campus. The development of the Project Site and parcels in the surrounding vicinity for research and development purposes did not occur and as a result the zoning classification of most of the properties in the vicinity have been amended in the past approximately fifteen years to accommodate existing land uses such as a hotel being constructed on GB zoned property at 1265 Sweet Home Road, the mixed-use projects on Rensch Road and the Villas on Rensch student housing community, located on approximately

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

twenty acres of property that was rezoned from RD to Multi Family Residential District Six ("MFR-6") by the Town Board in August of 2007.

The redevelopment of the Project Site for the higher intensity uses expressly permitted by the existing RD zoning classification would not be compatible with the existing character of the neighborhood. The existing RD zoning classification expressly allows large buildings to accommodate uses that involve high intensity commercial and industrial operations and that often involve 24/7 business hours as well high volume use of large tractor trailers. The expressly permitted uses of property zoned Research and Development ("RD") is set forth in Section 4-9-2A of the Zoning Code and includes intensive commercial facilities for the compounding, manufacturing and assembly of products such as automotive accessories, clothing and textiles, electronic equipment and appliances, furniture, medical and scientific equipment and supplies, pharmaceutical products as well as experimental research and testing facilities, warehouses and storage facilities and wholesale distribution facilities. A copy of Section 4-9 of the Zoning Code has been attached as **Exhibit "8"** of this Amended Rezoning Application.

Question 11(B)(3): How will this rezoning impact surrounding properties?

Response to Question 11(B)(3): The proposed rezoning of the Project Site from RD to CTR-8 will not result in any significant adverse impacts on surrounding properties. The proposed mixed-use project will be much more compatible with the existing land uses in the vicinity of the Project Site than the higher intensity uses expressly permitted by the existing long-standing RD zoning classification.

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Question 11(B)(4): How will this rezoning impact the school system?

Response to Question 11(B)(4): The proposed mixed use project will have a positive impact on the Sweet Home Central School District since the property taxes that will be generated on an annual basis will be significantly higher than the current property taxes. The proposed project will not result in any significant increased demand for educational services since the proposed multifamily units are not likely to attract a substantial number of families with school age children.

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Exhibit 6 – Responses to Questions 16A, 16B, 16D & 16E of the Rezoning Application

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

EXHIBIT 6 OF AMENDED REZONING APPLICATION

RESPONSES TO QUESTION 16 OF REZONING APPLICATION
REZONING OF 1400-1404 AND 1408-1416 SWEET HOME ROAD
FROM RD TO CTR-8

Question 16(A)(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.

Response to Question 16(A)(1): The request to amend the zoning classification of 1400-1404 and 1408-1416 Sweet Home Road from RD to CTR-8 (collectively the "***Project Site***") to accommodate the proposed mixed-use redevelopment project is consistent with the adopted Bicentennial Comprehensive Plan. The Town of Amherst adopted the Bicentennial Comprehensive Plan in January of 2007 after completing a lengthy planning process that included numerous public meetings and public hearings involving the Comprehensive Plan Advisory Committee, the Planning Board and the Town Board.[1] In December of 2020, the Town Board most recently adopted amendments to the Bicentennial Comprehensive Plan. The Comprehensive Plan is intended to guide future growth and redevelopment in the Town.

Figure 6 of the Bicentennial Comprehensive Plan is the Conceptual Land Use Plan and it depicts the Project Site as being as being appropriate for "Commercial/Mixed Use" uses. A copy of Figure 6 of the Comprehensive Plan is provided at **Exhibit "9"**. The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development in the Town

[1] A copy of the resolution adopted by the Town Board on January 2, 2007 for the purpose of adopting the Bicentennial Comprehensive Plan pursuant to Town Law Section 272-a is included at the beginning of the Comprehensive Plan. This resolution recites the lengthy planning history that incorporated numerous opportunities for public input as well as a coordinated environmental review pursuant to SEQRA that involved the preparation a Generic EIS and the issuance of a Findings Statement.

of Amherst. Figure 6-A of the adopted Bicentennial Comprehensive Plan is the titled Commercial and Mixed-Use Designations and it depicts the Project Site as being designated as "Suburban Center". The Project Site is located within the University Place geographic location per Figure 6-A of the Comprehensive Plan. A copy of Figure 6 of the Comprehensive Plan is provided at **Exhibit "10"**.

Question 16(A)(2): Cite all text, map, and/or figures that must be amended to support the proposed zoning at this location and provide detailed suggested amendments.

Response to Question 16(A)(2): The proposed rezoning of the Project Site from RD to CTR-8 to accommodate the proposed mixed-use redevelopment project does not require an amendment to the Bicentennial Comprehensive Plan.

Question 16(A)(3): State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:

Response to Question 16(A)(3): Section 1-2-1 of the Zoning Code is titled "Purpose" and it states as follows:

> *"The purpose of this Zoning Ordinance and the intent of the legislative authority in its adoption is to promote the environment of the town and its public health, safety, convenience, comfort, prosperity and the general welfare by regulating the use of buildings, other structures and land for residences, open space, public facilities, business, services, industry or other purposes; by regulating and restricting the bulk, height, design, building coverage and location of structures; by regulating and limiting population density; and for the aforesaid purposes, to divide the land within the limits of the town into districts of such number and dimensions generally consistent with the policies of the Comprehensive Plan and to provide procedures for the administration and amendment of said Zoning Ordinance."*

The proposed rezoning of the Project Site RD to CTR-8 to accommodate the proposed mixed-use redevelopment project is consistent with the "Purpose" of the Zoning Code. Section 1-

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

2-2 of the Zoning Code sets forth the objectives of the Zoning Code. This section of the Zoning Code lists thirteen objectives that are discussed below as follows:

A. To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development;

Response: The proposed rezoning of the Project Site from RD to CTR-8 to accommodate the mixed-use redevelopment project will be consistent with the objective of protecting the character and value of existing land uses. The proposed rezoning will allow the Project Site to be utilized as a mixed-use project, which represents orderly and beneficial development.

B. To provide adequate open spaces for light, air and outdoor uses to include public, common and private open space areas;

Response: The proposed rezoning of the Project Site and the proposed mixed-use project will not be inconsistent with this objective.

C. To prevent overcrowding of land;

Response: The proposed mixed-use project will not result in the overcrowding of land. The project is consistent with the type of development designated as appropriate for the Project Site per Figure 6 and Figure 6-A of the adopted Comprehensive Plan.

D. To prevent excessive concentration of population and to prevent spare and uncoordinated development;

Response: The proposed rezoning of the Project Site will not result in excessive concentration of population and the mixed-use redevelopment project represents an example of coordinated development. The mixed-use redevelopment project will require Site Plan Approval from the Planning Board.

E. To regulate and control the location and spacing of buildings on the lot and in relation to the surrounding property generally consistent with the policies of the Comprehensive Plan.

Response: The responses to the Questions in this **Exhibit "6"** of the Amended Rezoning Application set forth the reasons the proposed rezoning is consistent with the policies of the Comprehensive Plan.

F. To protect persons and property from damage and injury due to fire or flood;

Response: The Site Plan Application review process will trigger the need for an Engineer's Report and SWPPP prepared by a licensed engineer to be prepared for review and approval by the Town's Engineering Department. The mixed-use redevelopment project to be located on the existing office park property will not increase the likelihood of damage and injury due to fire and flood. The proposed mixed-use redevelopment project will be constructed per the stringent requirements of the NYS Building Code including the fire safety standards contained therein.

G. To preserve and protect significant natural features and vegetation, thereby preventing ecological damage and visual blight which occur when those features or vegetation are eliminated or substantially altered to serve development purposes only.

Response: The proposed rezoning and the proposed mixed-use redevelopment project will not be inconsistent with this objective. There are not significant natural features located on the previously developed Project Site.

H. To assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures.

Response: The development of the Project Site in a manner consistent with the attached Concept Site Plan [Drawing C-100] will be aesthetically harmonious with nearby areas and structures. Conceptual color building renderings prepared by Brian Slevar, R.A. of Carmina Wood Design are attached as **Exhibit "11"**. The color building renderings will be updated based on the modifications to the project layout depicted on the updated Concept Site Plan included with this Amended Rezoning Application.

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

I. To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety.

Response: The proposed mixed-use project will have two (2) driveway connections onto Rensch Road as depicted on the Concept Site Plan [Drawing C-100].

J. To establish zoning patterns that insure economical extensions for sewers, water supply waste disposal and other public utilities, as well as development of recreation, schools and other public facilities;

Response: The Project Site has access to sanitary sewer and water lines as well as necessary public utilities to service the proposed mixed-use redevelopment project.

K. To guide the future development of the town so as to being the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan.

Response: The proposed rezoning of the Project Site from RD to CTR-5 and CTR-8 is consistent with this objective since the infill mixed-use redevelopment project is consistent with the policies contained in the Comprehensive Plan.

L. To accomplish the specific intents and goals set forth in the introduction to the respective sections.

Response: The proposed rezoning of the Project Site will be consistent with this objective.

M. To protect the community from visual pollution resulting from the unregulated use of signs and other advertising devices.

Response: The proposed rezoning and the proposed mixed-use redevelopment project will not be inconsistent with this objective.

Question 16(C): Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:

Response to Question 16(C): The proposed rezoning of the Project Site from RD to CTR-8 is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood. The Project Site is currently zoned RD which would allow the Project Site to be redeveloped for intensive uses permitted per Section 4-9 of the Zoning Code. A copy of Section 4-9 of the Zoning Code is provided at **Exhibit "8"**.

Question 16(D): Suitability of the subject property for uses permitted by the current versus the proposed district:

Response to Question 16(D): The Project Site is much more suitable for uses permitted by the proposed CTR-5 and CTR-8 zoning classifications than the existing RD zoning classification.

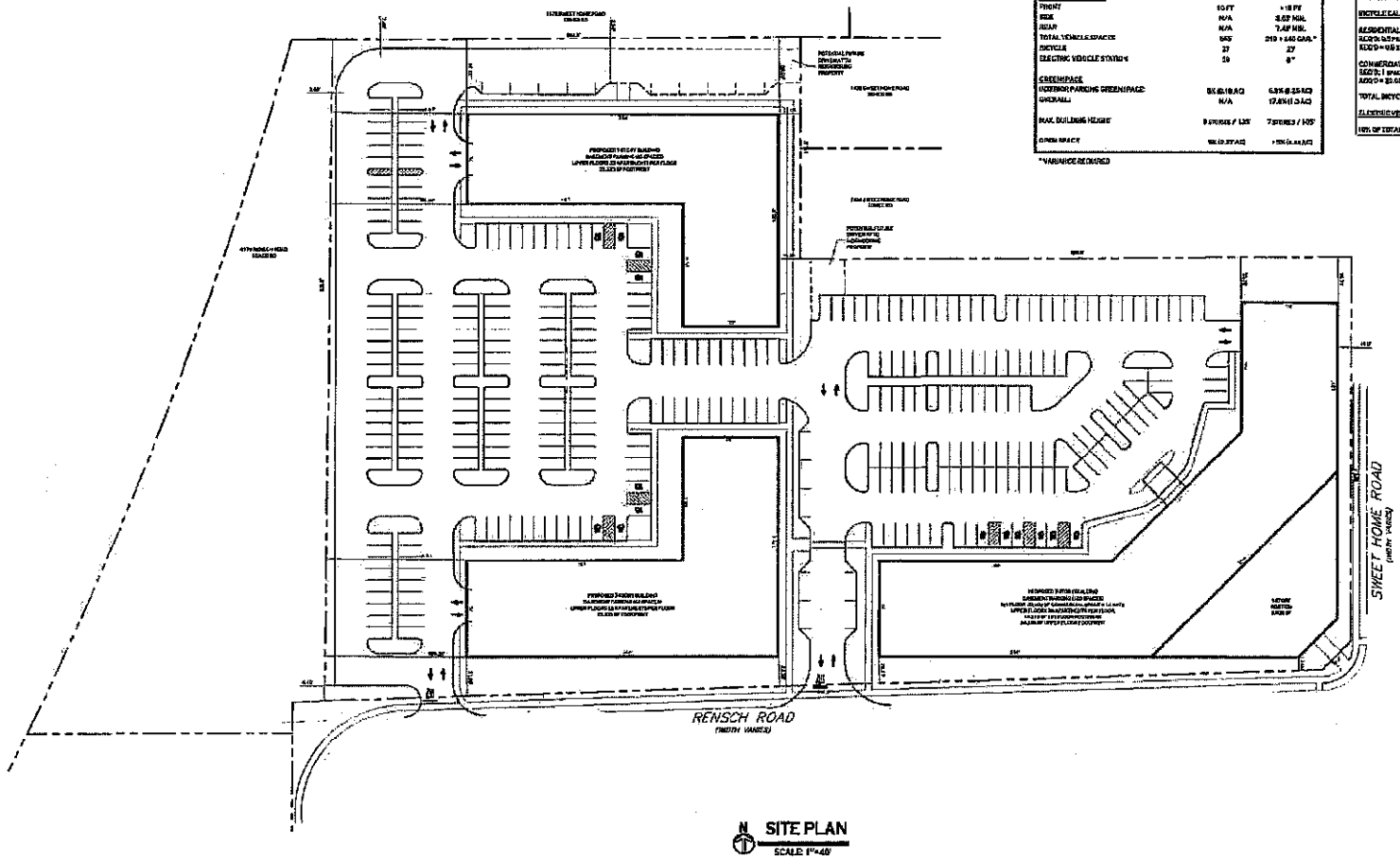
Question 16(E): Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:

Response to Question 16(D): The proposed change in the zoning classification of the Project Site from RD to CTR-8 to accommodate the proposed mixed-use redevelopment project will have positive impacts on the balance of uses in the Town by providing 1st floor commercial space and apartments for lease at an infill location in a portion of the Town in close proximity to the UB North Campus that has been designated as appropriate for mixed-use infill redevelopment as depicted on the Concept Site Plan [Drawing C-100].

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Exhibit 7 – Reduced Size Copy of the Concept Site Plan [Drawing C-100] as Prepared by Carmina Wood Morris DPC
[Note: Full Size Copy of the Concept Site Plan also attached]

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet



N SITE PLAN
SCALE: 1"=40'

SITE DATA

SITE AREA = 7.4 AC
ZONED: PD, PROPOSED TO OTHER
USE: PROPOSED (1) 7-STORY RESIDENTIAL BUILDINGS
280 RESIDENTIAL UNITS, 20,000 SF COMMERCIAL

	REQUIRED	PROVIDED
SETBACKS - BUILDING		
FRONT	5 FT	10.0' MIN.
SIDE	60 FT	15.00' MIN.
REAR	60 FT	122.32' MIN.
ACCESSORY STRUCT.	NONE	N/A
SETBACKS - PARKING		
FRONT	10 FT	> 10 FT
SIDE	N/A	5.00' MIN.
REAR	N/A	7.48' MIN.
TOTAL VEHICLE SPACES	565	219 + 340 GAR.*
BICYCLE	27	27
ELECTRIC VEHICLE STATION	28	0*
GREENSPACE		
INTERIOR PARKING GREENSPACE	5% (0.19 AC)	6.5% (0.25 AC)
OVERALL	N/A	17.6% (1.3 AC)
MAX. BUILDING HEIGHT	8 STORIES / 125'	7 STORIES / 105'
OPEN SPACE	186,120 SF (4.3 AC)	> 186,120 SF (4.3 AC)

*VARIANCE REQUIRED

PARKING CALCULATION (Per Section 54.8-1-6)

RETAIL SALES (10,000 GSF)
RQMTS: 3.5 min. / 1,000 sf
RQMTS = (10,000 / 1,000) x 3.5 = 35 SPACES REQ'D

OFFICE: (10,000 GSF)
RQMTS: 2.0 min. / 1,000 sf
RQMTS = (10,000 / 1,000) x 2.5 = 25 SPACES REQ'D

APARTMENTS/TOWNHOUSES:
RQMTS: 1 SPACE PER 2 BEDROOM UNIT = 1 x 476 BEDROOMS = 476 SPACES
1.5 SPACE PER 3 BEDROOM UNIT = 1.5 x 30 UNITS = 45 SPACES
RQMTS = 565 SPACES REQ'D

TOTAL PARKING SPACES REQUIRED = 565 SPACES

BICYCLE CALCULATION (PER SECTION 54.8-1-6)

RESIDENTIAL:
RQMTS: 0.5 PER UNIT (100 max)
ADD'D = 0.5 x 180 = 250 REMAINING 20 SPACES REQ'D.

COMMERCIAL:
RQMTS: 1 SPACE PER 8,000 sf
ADD'D = 20,000 / 8,000 = 2 SPACES REQ'D

TOTAL BICYCLE SPACES REQUIRED = 27 SPACES

ELECTRIC VEHICLE CALCULATION (PER SECTION 54.8-1-6)

10% OF TOTAL PARKING = 280 x 0.1 = 28 SPACES REQ'D.

SITE LEGEND

PROPERTY LINE
PROPOSED CONCRETE CURB
PROPOSED CONCRETE SIDEWALK
PROPOSED RAMP
PROPOSED PARKING NUMBER
PROPOSED LIGHT POLE &FIXTURE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

40 0 40 80 FT

CARMINAWOOD DESIGN

Mixed Use Development
1400 - 1416 Sweet Home Road
Amherst, New York
SBL No.

REVISIONS
No. Description Date

DRAWING NAME:
Concept Site Plan

Date: 07.19.22
Drawn by: C. Wood
Scale: As Noted

DRAWING NO.
C-100

Project No: 21.008

© CARMINA WOOD DESIGN

Exhibit 8: Copy of Section 4-9 of the Town of Amherst Zoning Code [Titled "Research & Development District (RD)"]

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

§ 4-9. Research and Development District (RD)

4-9-1. **Purpose.** To provide areas within the Town for the location of research and development, related production activities, light manufacturing, offices, and related training schools on sufficient land to permit efficient development. Such districts shall be designed and located in such a way that they shall neither encroach upon surrounding uses nor shall surrounding uses interfere with the efficient development of these activities. The RD district is designed to encourage the development of a balanced employment mix within the Town and improve the Town's tax base while providing sufficient educational opportunities to contribute to the training of the workforce and thereby meet the employment needs of businesses locating in the Town.

4-9-2. **Principal and Special Uses.**

A. **Permitted Uses and Structures.**

RD	**Permitted**	**Special Use**	**Standards**
OPEN USES			
No open uses allowed			
RESIDENTIAL USES			
No residential uses allowed			
PUBLIC AND CIVIC USES			
Day-care center	✓		§ 6-3-2
Minor utilities	✓		
Place of worship	✓		§ 6-3-3
Public utility service structure or facility		✓	§ 6-3-4
Public works construction yard **[Added 12-7-2009 by L.L. No. 19-2009]**	✓		§ 6-3-5
Telecommunication facility		✓	§ 6-7
COMMERCIAL			

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§ 4-9

RD	Permitted	Special Use	Standards
Ambulance Service **[Added 2-24-2014 by L.L. No. 3-2014]**	✓		
Bank	✓		
Dog day care facility **[Added 10-17-2011 by L.L. No. 25-2011]**	✓		§ 6-4-13 **[Amended 11-5-2012 by L.L. No. 17-2012]**
Medical laboratory testing service	✓		
Office	✓		
Training school such as technical, trade, vocational or business	✓		
Truck service, wash, and repair **[Added 8-9-2021 by L.L. No. 11-2021]**	✓		§ 6-4-14
INDUSTRIAL			
Compounding, manufacturing and assembly of: Automobile and boating accessories from previously prepared materials Clothing or other textile products Electrical and electronic equipment and appliances Food and beverage products Household items, furniture Musical, scientific, medical, dental or photographic instruments, equipment or supplies Office equipment Panels, sheets, tubes or rods	✓		

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

§ 4-9

RD	Permitted	Special Use	Standards
Pharmaceutical products, cosmetics or toiletries Printing, publishing and engraving Recreation equipment or toys			
Experimental, research and testing facility	✓		
Ground-mounted solar energy systems, Tier III **[Added 12-11-2017 by L.L. No. 24-2017]**		✓	§ 6-10
Ground-mounted solar energy systems, Tier II **[Added 12-11-2017 by L.L. No. 24-2017]**	✓		§ 6-10
Research development facility	✓		
Tier I experimental pilot plant operation **[Amended 12-11-2017 by L.L. No. 24-2017]**	✓		
Warehousing and storage service	✓		
Wholesale distribution facility	✓		

B. **Dimensional Standards.**

For parcels 30 acres in size or more as of (effective date), the Planned Unit Development Process is required. See § 6-9. **[Added 5-20-2013 by L.L. No. 8-2013; amended 11-3-2014 by L.L. No. 39-2014]**

RD Principal & Accessory Use/ Structure Dimensional Standards		**Vehicle Use Area**
Min. district area	10 ac	
Min. lot area	1 ac	
Min. lot width	35 ft	
Min. front yard		

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

RD Principal & Accessory Use/ Structure Dimensional Standards		Vehicle Use Area
Height of structure for first 35 ft.	20 ft	25 ft*
Height of structure for any portion of building above 35 ft.	30 ft	25 ft*
Min. rear yard (abutting residential**/nonresidential)		
Height of structure up to 30 ft	See § 2-5-4B(3)/15 ft	25 ft* / 10 ft*
Height of structure 30 ft or more	See § 2-5-4B(3)/25 ft	25 ft* / 10 ft*
Min. side yard (abutting residential**/nonresidential)		
Height of structure up to 30 ft	See § 2-5-4B(3)/ 15 ft	25 ft* / 10 ft*
Height of structure 30 ft or more	See § 2-5-4B(3)/ 25 ft	25 ft* / 10 ft*
Max. height	65 ft	
Max. building coverage	None	
Min. interior building separation	30 ft	

*	The entire area must be landscaped.
**	R-R, S-A, R-1, R-2, R-3, CR-3A, TR-3, R-4, MFR-4A, MFR-5, MFR-6, MFR-7, PRD, PDD, PRD, NCD[1]

4-9-3. **Accessory Uses and Structures.**

A. **Permitted Accessory Uses and Structures.** The following accessory uses and structures incidental to any permitted principal use are allowed subject to the requirements of § 6-8, Accessory Uses or Part 7, General Development Standards.

RD Permitted Accessory Uses and Structures	Standards
Convenience Retail Service **[Added 12-14-2020 by L.L. No. 20-2020]**	§ 6-8-4
Day-care center	
Landscaping	§ 7-2

1. **Editor's Note: The diagram which immediately followed this table was repealed 2-8-2016 by L.L. No. 2-2016.**

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

RD Permitted Accessory Uses and Structures	Standards
Off-street parking, loading, and stacking	§ 7-1
Production operation accessory to a research or testing operation	
Restaurant without drive-through **[Added 12-14-2020 by L.L. No. 20-2020]**	§ 6-8-10
Retail sale of products assembled or stored on-site	§ 6-8-11
Solar energy systems **[Added 12-11-2017 by L.L. No. 24-2017]**	§ 6-10
Signs	§ 7-8
Small wind energy system **[Added 8-17-2009 by L.L. No. 12-2009]**	§ 6-8-14
Other uses and structures customarily incidental to the principal use	

B. **Dimensional Standards.** The dimensional standards for an accessory use or structure shall be the same as those for the principal use in § 4-9-2B.

4-9-4. **General Development Standards.**

A. Interior side or rear yards separating parking, loading and stacking area from lot lines are not required for unified developments.

B. Development in the RD district shall also comply with the requirements referenced in the table below.

RD General Development Standards	
Off-Street Parking, Loading and Stacking	§ 7-1
Landscaping, Buffers and Screening	§ 7-2
Site Lighting	§ 7-3
Outdoor Storage and Display	§ 7-4
Fences and Walls	§ 7-5
Access and Circulation	§ 7-6
Provisions for Flood Hazard Reduction	§ 7-7
Sign Regulations	§ 7-8
Performance Standards	§ 7-9
Bulk Storage of Combustible or Flammable Liquids	§ 7-10

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Exhibit 9 – Color Copy of Figure 6 of the Bicentennial Comprehensive Plan

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.

Project Site Designated Commercial/ Mixed Use

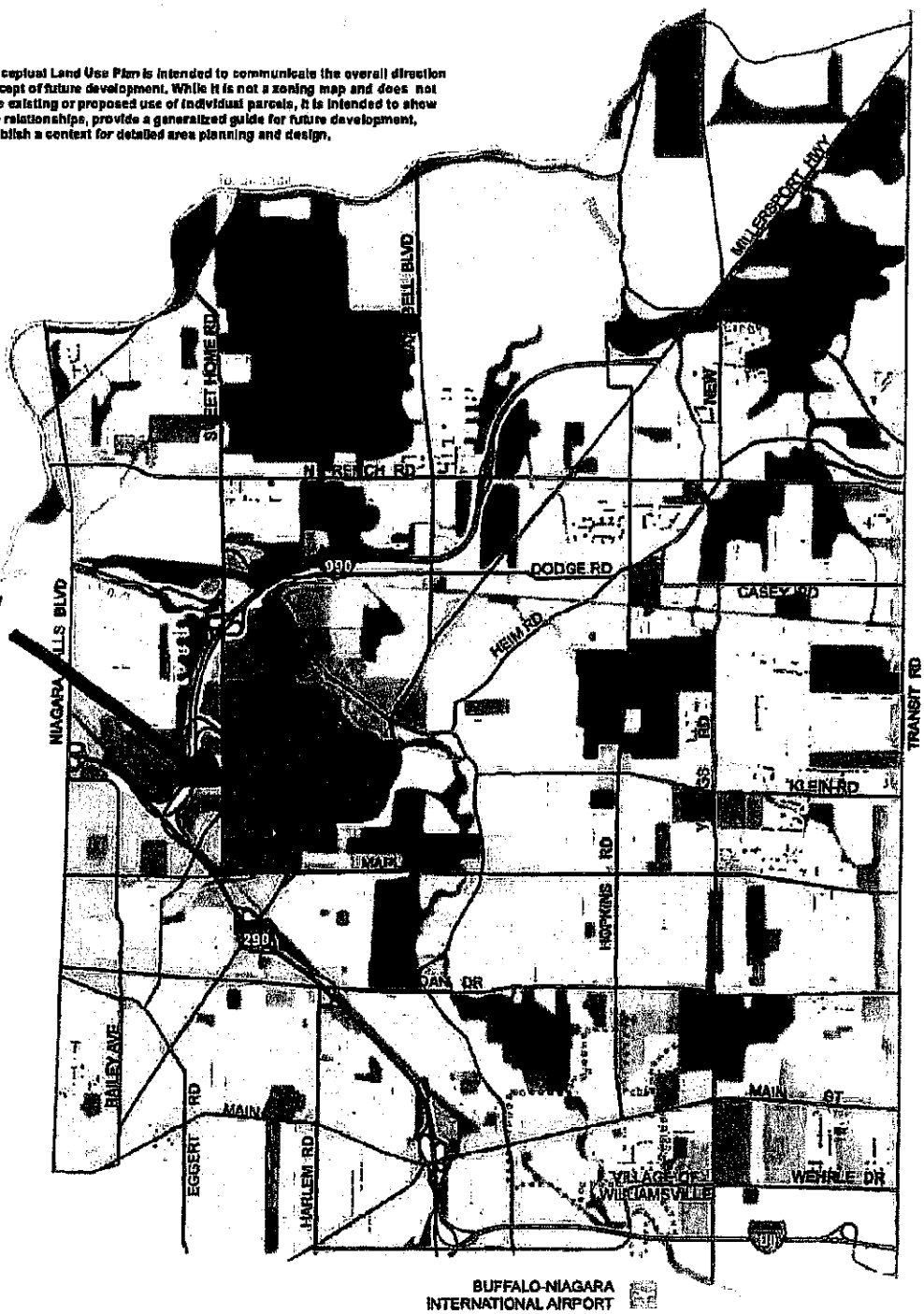


FIGURE 6

Rural Residential
Single Family Residential
Mixed Residential
Medium Residential
Commercial / Mixed Use*
Special Use Center
Commercial - Office
Industrial - Office
Community Facilities
Educational Campus
Recreation, Open Space & Greenways
Agriculture
Transportation
Surface Water
Village of Williamsville Boundary

* See Map Figure 6-A for Additional Designations

SOURCE NOTES:

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

Date: December 2020

N

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Miles

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Exhibit 10 – Figure 6-A of the Comprehensive Plan

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

The Conceptual Land Use Plan is intended to communicate the overall direction and concept of future development. While it is not a zoning map and does not show the existing or proposed use of individual parcels, it is intended to show land use relationships, provide a generalized guide for future development, and establish a context for detailed area planning and design.

Project Site Designated Suburban Corridor



Wegmans (NFB)
Walgreens (NFB)
NFB / Elliott Creek Strip
Home Depot (NFB)
Maple / Amherst Manor
Walmart (Sheridan)
Northtown Plaza
NFB Strip
Eggert Strip
Eggert / Bailey
Bailey Strip
Sheridan / Millersport Strip
Northtown Auto (Sheridan)
Sheridan / Sunrise - North Side
Sheridan / Sunrise - South Side
Sheridan / Harlem - West Side
Sheridan / Harlem - East Side
Sheridan / Getzville Strip
Millersport / Arcade
Six Corners
Bailey / Grover Cleveland
Bailey Live-Work
Main / Bailey
University Plaza
Kenmore Avenue
Eggertsville (Main / Eggert - West Side)
Eggertsville (Main / Eggert - East Side)
Snyder (Main / Harlem)
Harlem Strip
Harlem / Kensington
Kensington / Saratoga
Main / Kensington
West of Village - North of Main
West of Village - South of Main (West Side)
West of Village - South of Main (East Side)
Wehrle / South Forest
Wehrle / South Union
Wehrle / Cayuga
Sheridan / Hopkins
Evans Strip
Williamsville Place
Main Strip
Main / Youngs
Transit / Wehrle
Transit from Main to Maple
Transit / Maple
Maple / Ayer
Maple Strip
Maple / North Forest
Gun Club
Clearfield Plaza
Transit / Casey
Transit / North French
Transit / Dodge
Swormville
Hopkins / Dodge
Getzville Plaza
Sweet Home / Skinnersville
Campbell / Dodge
Dodge Strip
Sweet Home / North French
Campbell / North French
Crosspointe
Transit / Millersport
Transit Strip

FIGURE 6-A

Suburban Center
Suburban Corridor
Traditional Areas

Village of Williamsville

University at Buffalo

SOURCE(S):

Original Source Data Provided by the Town of Amherst Information Technology Department, URS Corporation and Wallace Roberts & Todd, LLC

Map Compiled by the Town of Amherst Planning Department

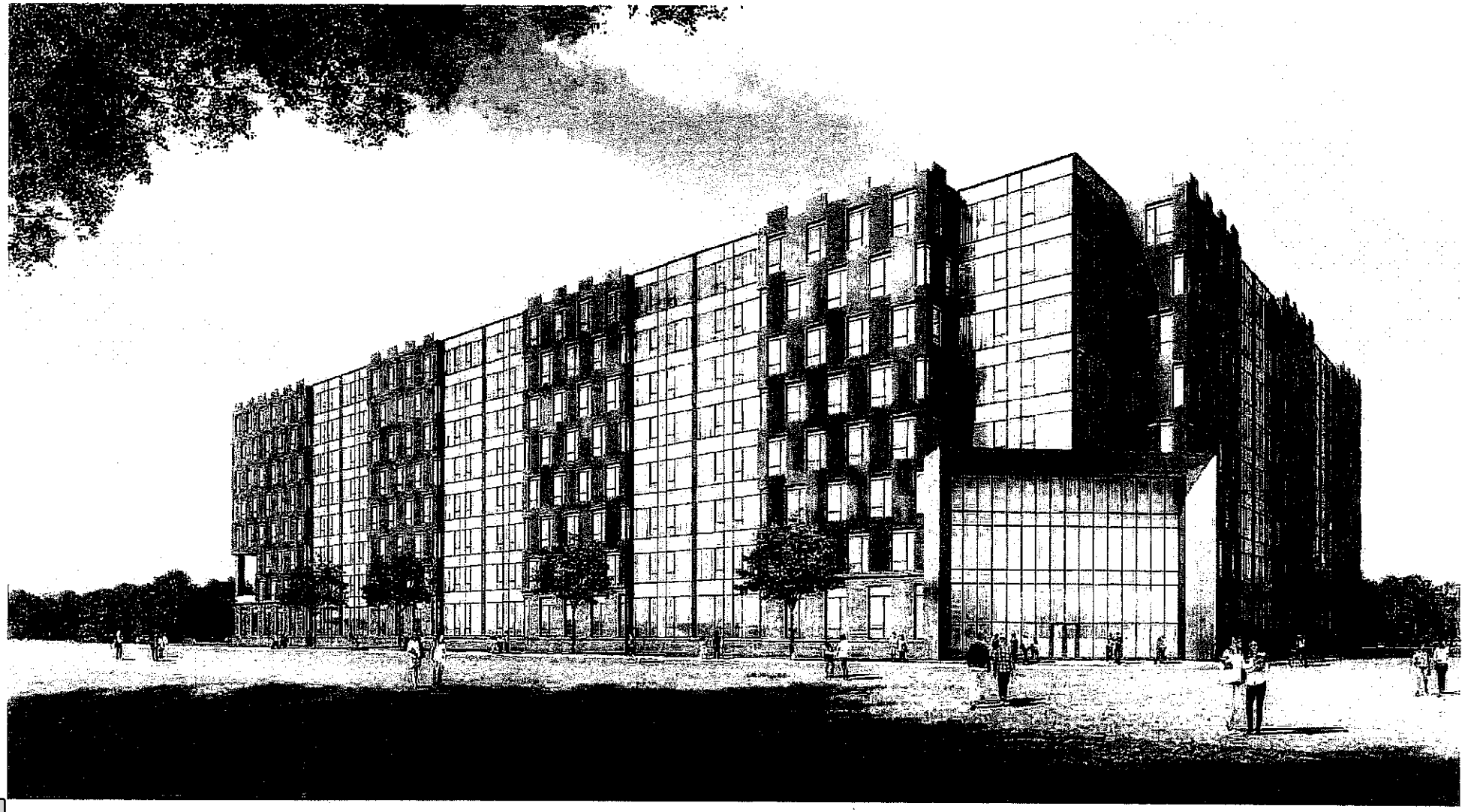
Date: December 2009

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Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Exhibit 11: Color Conceptual Building Renderings Prepared by Brian Slevar, R.A. of Carmina Wood Morris DPC

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet



Amherst

Town of Amherst Planning Department

2001.063

Erie County, New York

RECEIVED
SEP 19 2022
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

September 8, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/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
Francina Spoth, Town Clerk

FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 7.43± ACRES OF LAND FROM **RD** TO **CTR-8, Z-2022-02**; PROPERTY LOCATED AT **1400-1404 & 1408-1416 SWEET HOME ROAD**. NORTH FOREST DEVELOPMENT, LLC, PETITIONER.

REVISED:
Received July 29, 2022
Please note change in request: Both parcels proposed to be rezoned to CTR-8

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: T.I.S. at Time of Site Plan

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

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

Signature: C. Schregel **Date:** 9/14/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_Rev_Plan_Transmittal_080122.doc

Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Amherst

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

2001.063

RECEIVED
SEP 14 2022
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

September 8, 2022

TO: Tim Koller, Deputy Town Clerk
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Francina Spoth, Town Clerk

FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 7.43± ACRES OF LAND FROM **RD** TO **CTR-8**, **Z-2022-02**; PROPERTY LOCATED AT **1400-1404 & 1408-1416 SWEET HOME ROAD**. NORTH FOREST DEVELOPMENT, LLC, PETITIONER.

REVISED:
Received July 29, 2022
Please note change in request: Both parcels proposed to be rezoned to CTR-8

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:** 9/13/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_Rev_Plan_Transmittal_080122.doc
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Amherst

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

RECEIVED
SEP 13 2022
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

September 8, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/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
Francina Spoth, Town Clerk

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO REZONE 7.43± ACRES OF LAND FROM **RD** TO **CTR-8**, **Z-2022-02**; PROPERTY LOCATED AT **1400-1404 & 1408-1416 SWEET HOME ROAD**. NORTH FOREST DEVELOPMENT, LLC, PETITIONER.

REVISED:
Received July 29, 2022
Please note change in request: Both parcels proposed to be rezoned to CTR-8

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: Not at this time

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

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

Signature: Doug Gesel **Date:** 9/13/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_Rev_Plan_Transmittal_080122.doc
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Amherst

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

RECEIVED
SEP 13 2022
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

September 8, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/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
Francina Spoth, Town Clerk

RECEIVED
SEP 09 2022
TOWN ATTORNEY

FROM: Scott Marshall, Principal Planner SM

SUBJECT: REQUEST TO REZONE 7.43± ACRES OF LAND FROM **RD** TO **CTR-8, Z-2022-02**; PROPERTY LOCATED AT **1400-1404 & 1408-1416 SWEET HOME ROAD**. NORTH FOREST DEVELOPMENT, LLC, PETITIONER.

REVISED:
Received July 29, 2022
Please note change in request: Both parcels proposed to be rezoned to CTR-8

REVIEW:

Do you agree with all statements made? NA

If you do not, briefly state why: _____

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

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

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

Signature: _____ **Date:** 9/30/22

DU/TV/bf
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Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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
SEP 12 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

September 8, 2022

RECEIVED
SEP 09 2022
TOWN ATTORNEY

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/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
Francina Spoth, Town Clerk

FROM: Scott Marshall, Principal Planner TV

SUBJECT: REQUEST TO REZONE 7.43± ACRES OF LAND FROM **RD** TO **CTR-8, Z-2022-02**; PROPERTY LOCATED AT **1400-1404 & 1408-1416 SWEET HOME ROAD**. NORTH FOREST DEVELOPMENT, LLC, PETITIONER.

REVISED:
Received July 29, 2022
Please note change in request: Both parcels proposed to be rezoned to CTR-8

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:** 9/12/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_Rev_Plan_Transmittal_080122.doc
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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

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: September 13, 2022

SUBJECT: Request to Rezone 7.43±Acres of Land from **RD** to **CTR-8,Z-2022-02**
Property Location: **1400-1404&1408-1416 Sweet Home Rd**
Petitioner: **North** Forest **Development, LLC**

Change in request: Both parcels proposed to be rezoned to CTR-8
Assessor agrees with all statements made

cc: Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Carrato, Amy

From: Hayes, Ron (DOT) <Ron.Hayes@dot.ny.gov>
Sent: Thursday, April 21, 2022 3:22 PM
To: Ulatowski, Daniel
Cc: Sean Hopkins
Subject: 2022-SQ327 T. Amherst 1400 - 1404 and 1408 - 1416 Sweet Home North Forest Development
Attachments: 2022-SQ327 T. Amherst 1400-1404 and 1408-1416 Sweet Home cover letter.pdf; 2022-SQ327 T. Amherst 1400-1404 and 1408-1416 Sweet Home lead agency solicitation.pdf; 2022-SQ327 T. Amherst 1400-1404 and 1408-1416 Sweet Home FEAF part 1.pdf

Dan,

New York State Department of Transportation (NYSDOT) is reviewing the SEQR information submitted for the subject project at 1400 – 1404 and 1408 -1416 Sweet Home, Town of Amherst and has the following comments:

- NYSDOT concurs with the Town of Amherst Board acting as Lead Agency.
- In accordance with page7, subsection j of Section D. 2. of the Full Environmental Assessment Form the proposed Type 1 action has resulted in the submission of a Traffic Impact Study (TIS) to determine the traffic impact of the proposed project. NYSDOT is undertaking a review of the TIS, as well as, plans and specifications to determine and mitigate impacts to the State Highway System.
- NYSDOT requests an extension to May 20, 2022 to provide comments on the proposed project's potential impact to traffic on the State Highway System.

Please let me know if you have any questions or concerns.

Thank you,

Ron

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

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

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

NEW YORK STATE OF OPPORTUNITY | Department of Transportation

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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 March 25, 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
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Sweet Home School District

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

SUBJECT: REQUEST TO REZONE 7.43± ACRES OF LAND FROM **RD** TO **CTR-8** & **TO CTR-5**, **Z-2022-02**; PROPERTY LOCATED AT **1400-1404 & 1408-1416 SWEET HOME ROAD.** NORTH FOREST DEVELOPMENT, LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? The intent of the CTR-8 district is to place the tallest buildings near the Interstate 290. The Center 5 district is more appropriate at the intersection of Rensch and Sweet Home Roads that CTR-8 as proposed.

If you do not, briefly state why: _____

General comments relative to your agency interests: The concept site plan falls to provide 5 percent of the site for open space. The intent of all of the Center zoning districts is to create walkable mixed use places with human scaled internal streets that are high quality and active. Open space is required and intended to be an organizing feature and should be along a core street. The Town Board should delay consideration on the rezoning request until the the Engineering Department can confirm that sufficient sanitary sewer capacity exists for 500 new units.

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: Daniel J. Ulatowski **Date:** 5/2/2022

DANIEL J. ULATOWSKI

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_Transmittal_032222.doc
cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 9
270 Michigan Avenue, Buffalo, NY 14203-2915
P: (716) 851-7165 | F: (716) 851-7168
www.dec.ny.gov

RECEIVED
APR 26 2022
TOWN OF AMHERST
PLANNING DEPT.

April 18, 2022

Gary Palumbo
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Dear Gary Palumbo:

SEQR Lead Agency Coordination
Proposed Mixed-Use Redevelopment & Rezone
1400-1416 Sweet Home Rd
Town of Amherst, Erie County

This is to acknowledge receipt of your April 6, 2022, notice which requested State Environmental Quality Review Act (SEQR) Lead Agency status for the above-noted project. The Department concurs that the Town of Amherst should act as SEQR Lead Agency, since the environmental impacts of the proposal are primarily of local significance. However please be aware of the following:

1. If any project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-20-001, as well as the NOI form, is available on the Department's website at www.dec.ny.gov/chemical/43133.html. Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the Department's website at www.dec.ny.gov/chemical/8468.html.

   The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of a regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community.

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work at a 4:1 ratio, should be part of the Project's Engineering Report. These items must be received as part of a complete sanitary sewer extension plan submission from the municipality (sewer owner) that signs the "Application for Approval of Plans" form. If adequate capacity is not available, the sewer extension will not be approved until an acceptable remediation plan is developed.

The above guidance will help in the preparation of a complete Sewer Extension submission, which will facilitate our review. If you have any questions or require additional information, please contact our office NYSDEC, Region 9 Division of Water, telephone: 716/851-7070) or the Erie County Health Department.

3. This project site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resource Information System (CRIS) on the New York State Office of Parks, Recreation and Historic Preservation's (OPRHP) website at https://cris.parks.ny.gov/. As part of the SEQR process, this concern should be evaluated, unless it can be verified by appropriate documentation that the sites have been significantly disturbed in a way that would destroy potential artifacts. Please recognize that normal agricultural activities, such as plowing, would not constitute such land disturbance. If there are any questions regarding this, contact OPRHP (telephone: 518/237-8643). Note: If any of the described Department approvals are required, an appropriate archaeological investigation must be conducted in order to satisfy the New York State Historic Preservation Act.

If you have any other questions, please feel free to contact Bruno DiBella of my staff or me at 716/851-7165.

Sincerely,

David S. Denk

David S Denk
Regional Permit Administrator

BAD:cmn

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

Amherst

2001.063

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

RECEIVED
APR 20 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

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
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Sweet Home School District

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

SUBJECT: REQUEST TO REZONE 7.43± ACRES OF LAND FROM RD TO ~~CRT-8~~ *CTR-8* & RD TO ~~CRT-5~~ *CTR-5*, **Z-2022-02**; PROPERTY LOCATED AT **1400-1404 & 1408-1416 SWEET HOME ROAD**. NORTH FOREST DEVELOPMENT, LLC, PETITIONER.

~~*CORRECTED TRANSMITTAL*~~

REVIEW:

Do you agree with all statements made? YES, WITH COMMENT.

If you do not, briefly state why: —

General comments relative to your agency interests: DEFER TO NYSDOT ON ACCIDENT RATE MITIGATION AND IF CHESTNUT RIDGE SHOULD BE INCLUDED IN TI.

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) WILL FURTHER REVIEW DURING SITE PLAN STAGE.

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

Signature: C. Schregel Date: 4/7/22

REVISED: 4/19/22

DU/GP/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-02_(1400-1404_&_1408-1416_Sweet_Home_Rd)_2022\Z-2022-02_Transmittal_032222.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main Street, Suite 343, Williamsville, NY 14221
Chris Wood, Carmina Wood Morris, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-02_TB_Letter_102822 (RES-2022-1078 : Adoption of Local Law to Amend the Zoning Map (1400-1404 & 1408-1416 Sweet

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 26753 **RESOLUTION 2022-1134** **ADOPTED**

SEQR Determination Zoning Ordinance Amendment - SC-Shopping Center District, Parking Requirements and Service Station Use Standards

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 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 be it further

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed the proposed changes to the Zoning Ordinance relating to changes within the SC- Shopping Center District, Parking Requirements and Service Station Use Standards, and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

RESOLVED, that the requirements of SEQR are now complete therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

11/22/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: ZTA-2022-04 Neg Dec 11_22_2022 (RES-2022-1134 : SEQR Determination - Zoning Ordinance Amendment)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**:	ZTA-2022-04
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Zoning Text Amendment

SEQR Status: The subject request is a Type I action, FEAF Parts 1 & 2 completed.

Description of Action: Text amendments to the Town Zoning Ordinance relating to the SC- Shopping Center zoning district, parking requirements and service station use standards.

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (FEAF) - Parts 1 and 2, and a text amendment application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed text amendments to the Town's Zoning Ordinance will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. Specific impacts to these resources will be reviewed when a development proposal is received.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. Any such impacts will be evaluated on a project specific basis during a site plan approval.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan. The proposed text amendment will comply with all other regulations of the Town Zoning Ordinance.

4. The action may affect an area identified by the State as potentially containing significant cultural or archeological resources. Specific impacts to these resources will be reviewed when a development proposal is received.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Specific projects will be assessed for consistency with surrounding land use during site plan review.

6. The action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The text amendments will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Specific projects will be assessed for consistency with the scale of surrounding land uses during site plan review.

9. The action will not significantly increase the number of people using sites over their previous level of use.

Attachment: ZTA-2022-04 Neg Dec 11_22_2022 (RES-2022-1134 : SEQR Determination - Zoning Ordinance Amendment)

10. Significant negative traffic impacts will not result from the proposed text amendments. Specific impacts to traffic will be reviewed when a development proposal is received.

11. Coordinated reviews of the action have been undertaken by Town Departments and outside agencies including, the Erie County Department of Environment & Planning on October 19, 2022, Erie County Depart of Public Works on November 14, 2022 and NYSDOT on October 20, 2022. These reviews have not identified any significant environmental issues and indicate that the action will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Daniel J. Ulatowski, AICP, Assistant Planning Director date

_____ _____
Brian J. Kulpa, Supervisor date

DU/ac
X:\Current_Planning\Files\Text Amendments\ZTA-2022\ZTA-2022-04_SC Disrict & Parking Standards\ZTA-2022-04 Neg Dec 11_22_2022.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP

Attachment: ZTA-2022-04 Neg Dec 11_22_2022 (RES-2022-1134 : SEQR Determination - Zoning Ordinance Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 26752 **RESOLUTION 2022-1135** **ADOPTED AS AMENDED**

Adoption of Local Law to Amend the Zoning Ordinance (Revisions to SC-Shopping Center District, Parking Requirements and Service Station Use Standards, ZTA-2022-04)

Adoption of Local Law to Amend the Chapter 203
(Zoning Ordinance) of Town Code
(ZTA-2022-04)

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

RESOLVED, that pursuant to NYS Town Law Sections 263 and 264, the Town Board concurs with the findings of the Planning Board as stated in their resolution of October 20, 2022 that the proposed amendments to Chapter 203 (Zoning Ordinance) are consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with section 8-5-5 of the Zoning Ordnance

1. The proposed text amendments are consistent with the remainder of the Zoning Ordinance, including, specifically, the following objectives as found in Section 1-2-2:

   To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development; and

   To provide adequate open spaces for light air and outdoor uses to include public, common and private open space areas; and

2. The proposed text amendments do present a new idea not considered in the existing Ordinance, or represent a revision necessitated by changing circumstances over time; and

3. The proposed text amendments correct some errors in the Ordinance; and

4. The proposed text amendments do not revise the Ordinance to comply with state or federal statutes or case law; and

5. The proposed text amendments advance the public health, safety or welfare and are consistent with the Zoning Ordinance; and

6. The proposed text amendments are generally consistent with the policies of the Comprehensive Plan and advance public health safety and welfare, now therefore be it

RESOLVED, that in accordance with Section 203-8-5-4 of the Town Code (Zoning Ordinance), the Town Board adopts Local Law (#) to amend Chapter 203 (Zoning Ordinance).

11/22/2022

A motion to approve was made by Supervisor Kulpa and seconded by Deputy Supervisor Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Amendment removes the definition of Surgical Center/Treatment Facility, adds inclusive of service vans to 6-4-10 B(4) and removes Surgical Center/Treatment Center from 7-1-6. A motion to approve as amended was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

LOCAL LAW NO. ____-2022

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Making Amendments To Chapter 203 Of The Code Of The Town Of Amherst, Also Known As The Zoning Ordinance.

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

Section 1. Title

This Local Law shall be referred to as, "A Local Law to Amend Chapter 203 of the Code of the Town of Amherst, Also Known As The Zoning Ordinance; Text Amendments to SC- Shopping Center district, parking requirements and service stations.

Section 2. Purpose

The purpose of this Local Law is to establish the requirement for street lighting and the associated design standards.

Section 3.
Chapter 203 of the Code of the Town of Amherst is amended as follows:

§ 2-4 **Specific Terms**

Multiple Development

Four or more offices, commercial or industrial establishments or enterprises or combinations of such uses thereof, that are located in a single building; or one or more such offices, establishments or enterprises or combinations of such uses located thereof in two or more buildings developed or to be developed ~~as part of an integrated development~~ on one parcel.

Surgical Center/Treatment Facility

An ambulatory care facility that provides same day surgical services outside of a traditional hospital setting; including a medical facility that provides health treatment services for cancer care, dialysis treatment and similar treatments. Such facility is distinguished from a general medical office, wherein the patient visitation requires a longer duration due to the treatment service rendered.

§ 4-7 **Shopping Center District (SC)**

4-7-1.**Purpose.** To provide regional centers within the Town that provide goods and services in full range and variety, drawing from a large population base. Development occurs on parcels of at least ~~five~~ ten acres with compatible business enterprises designed and planned as a unified entity with common access points and off-street parking, loading and stacking areas to jointly serve all buildings. Such zoning district must be comprised of a minimum of 50 contiguous acres. Attached dwelling units will be permitted when a part of and integrated with a qualifying business enterprise development.

4-7-2. **Principal and Special Uses.**

A. **Permitted Uses and Structures.**

SC	Permitted	Special Use	Standards
OPEN USES			
No open uses allowed			
RESIDENTIAL USES			
Attached dwelling unit	✓		§ 3-12-2B(3)
Upper-story dwelling unit	✓		§ 6-2-6
PUBLIC AND CIVIC USES			
Daycare center, nursery or other private school	✓		
Minor utilities	✓		
Place of worship	✓		§ 6-3-3
Public utility service structure or facility		✓	§ 6-3-4
Public works construction yard **[Added 12-7-2009 by L.L. No. 19-2009]**	✓		§ 6-3-5
Telecommunication facility		✓	§ 6-7
COMMERCIAL			
Advertising agency	✓		
Animal grooming, cat boarding facility, animal hospital or veterinarian			§ 6-4-1

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

SC	Permitted	Special Use	Standards
[Amended 2-4-2008 by L.L. No. 1-2008]	✓		
Antiques and second-hand merchandise store	✓		
Apparel and accessories store	✓		
Apparel repair and alterations and shoe repair shop	✓		
Archival center	✓		
Bakery or confectionary shop (retail)	✓		
Bank	✓		§ 4-8-4
Beauty or barber shop (retail)	✓		
Book and stationery store	✓		§ 6-4-7 **[Amended 12-19-2011 by L.L. No. 34-2011]**
Commercial recreation activities, indoor	✓		
Commercial recreation activities, outdoor		✓	
~~Contracting or construction services~~	~~✓~~		~~§ 6-4-4~~
Department store	✓		

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

SC	Permitted	Special Use	Standards
Drug store	✓		§ 4-8-4
Employment agency	✓		
Farm and garden supply store	✓		
~~Farm equipment sales or service~~	~~✓~~		
Food store	✓		
Funeral home	✓		
Gymnasium or health club **[Added 2-4-2008 by L.L. No. 1-2008]**	✓		
Hardware store/Plumbing Store	✓		
Home furnishing store	✓		
Home garden store	✓		
~~House and camping trailer sales, camping equipment and accessories and related repair and service~~	~~✓~~		
Household fixture and appliance sales or service	✓		
~~Indoor commercial recreation facility~~	~~✓~~		

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

SC	Permitted	Special Use	Standards
Jewelry store	✓		
Job printing or photography store	✓		
~~Ice store~~	~~✓~~		
Laundromat, cleaning and dyeing outlets and pickup	✓		
Liquor store	✓		
Medical laboratory testing service	✓		
Motel or hotel	✓		
Motion picture theater or live theater **[Added 9-21-2009 by L.L. No. 14-2009]**	✓		
Nurseries for sale of plants, shrubs, and trees	✓		
Office	✓		
Passenger terminal	✓		
Personal training facility **[Added 2-4-2008 by L.L. No. 1-2008]**	✓		
Photography studio **[Added 2-4-2008 by L.L. No. 1-2008]**/ Printing and photocopying store	✓		
~~Printing and photocopying store~~	~~✓~~		

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

SC	Permitted	Special Use	Standards
~~Plumbing store~~	~~✓~~		
Postal store or post office	✓		
Radio or television studio **[Added 4-12-2010 by L.L. No. 2-2010]**/ Recording studio **[Added 4-12-2010 by L.L. No. 2-2010]**	✓		
~~Recording studio **[Added 4-12-2010 by L.L. No. 2-2010]**~~	✓		
Restaurant with drive-through/ Restaurant with outdoor dining	✓		§ 4-8-4 & §6-4-9
~~Restaurant with outdoor dining~~	~~✓~~		~~§ 6-4-9 **[Amended 12-19-2011 by L.L. No. 34-2011]**~~
Restaurant without drive-through or outdoor dining	✓		
Service station	~~✓~~	✓	§ 6-4-10 **[Amended 12-19-2011 by L.L. No 34-2011]**
Shops for custom work for the making of articles to be sold only at retail on the premises	✓		
Sporting goods or bicycle store	✓		
Tattoo parlor/body art studio	✓		
Variety store	✓		

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

SC	Permitted	Special Use	Standards
~~Vehicle sales, rental, leasing and related repair, including trailers~~	~~✓~~		~~§ 6-4-12 **[Amended 12-19-2011 by L.L. No 34-2011]**~~
Wholesale store	✓		

INDUSTRIAL

No industrial uses allowed

B. **Dimensional Standards.**

~~For parcels 30 acres in size or more as of (effective date), the Planned Unit Development Process is required. See § 6-9. **[Added 5-20-2013 by L.L. No. 8-2013; amended 11-3-2014 by L.L. No 39-2014]**~~

SC Principal & Accessory Use/Structure Dimensional Standards		**Vehicle Use Area**
Min. lot area	~~5~~ 10 ac	
Min. lot width	None	
Min. front yard		
- height of structure for first 35 ft.	~~20~~ 25 ft	25 ft
- height of structure for any portion of building above 35 ft.	30 ft	25 ft*
Min. rear yard (abutting residential**/nonresidential)	See § 2-5-4B(3)/ 50 ft	25 ft* / 10 ft*
Min. side yard (abutting residential**/nonresidential)	See § 2-5-4B(3)/ 50 ft	25 ft* / 10 ft*
Max. height	65 ft	
Max. building coverage	None	
Min. interior building separation	30 ft	

* The entire area must be landscaped.

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

** R-R, S-A, R-1, R-2, R-3, CR-3A, TR-3, R-4, MFR-4A, MFR-5, MFR-6, MFR-7, PRD, PDD, PRD, NCD

4-7-3. **Accessory Uses and Structures.**

A. **Permitted Accessory Uses and Structures.** The following accessory uses and structures incidental to any permitted principal use are allowed subject to the requirements of § 6-8, Accessory Uses or Part **7**, General Development Standards.

SC Permitted Accessory Uses and Structures	**Standards**
Landscaping	§ 7-2
Off-street parking, loading, and stacking	§ 7-1
Solar energy systems **[Added 12-11-2017 by L.L. No. 24-2017]**	§ 6-10
Signs	§ 7-8
Small wind energy system **[Added 8-17-2009 by L.L. No. 12-2009]**	§ 6-8-14
Storage facility clearly incidental to the principal use	
Other uses and structures customarily incidental to the principal use	

B. **Dimensional Standards.** The dimensional standards for an accessory use or structure shall be the same as those for the principal use in § 4-7-2B.

4-7-4. **General Development Standards.**

A. All principal and accessory uses, except signs, outdoor storage and display, and off-street parking, loading and stacking, shall be conducted within completely enclosed structures.

B. Interior side or rear yards separating parking, loading and stacking area from lot lines are not required for unified developments.

C. Distance between buildings and vehicle use areas from right-of-way of dedicated interior streets shall be a minimum of 25 feet.

D. Development in the SC district shall also comply with the requirements referenced in the table below.

SC General Development Standards	
Off-Street Parking, Loading and Stacking	§ 7-1
Landscaping, Buffers and Screening	§ 7-2

SC General Development Standards

Site Lighting	§ 7-3
Outdoor Storage and Display	§ 7-4
Fences and Walls	§ 7-5
Access and Circulation	§ 7-6
Provisions for Flood Hazard Reduction	§ 7-7
Sign Regulations	§ 7-8
Performance Standards	§ 7-9
~~Bull~~k (typo) Storage of Combustible or Flammable Liquids	§ 7-10

§ 6-4 **Commercial Use Standards**

6-4-3. **Car Wash.** A car wash is permitted in accordance with the district use tables in Part 4 however, unenclosed overnight parking of motor vehicles at a car wash is prohibited.

(1) Appurtenances including but not limited to vacuums, above grade tanks, vent piping and utility structures shall not be within a required front yard, and be effectively screened with landscaping when visible from adjacent public roadways.

6-4-10. **Service Station.** A service station is permitted in accordance with the district use tables in Part 4 or Part 5, subject to the following standards.

A. **All Permitted Districts.** Unenclosed parking of motor vehicles at service stations shall be limited to four vehicles, and no vehicle shall remain so parked in excess of 24 hours. Unenclosed overnight parking of motor vehicles at motor vehicle washing establishments is prohibited.

B. **MS and SC District.**

(1) Fuel pumps and pump islands may be located in a required side or rear yard but shall not be located in any required yard abutting a residential district.

(2) All fuel pumps and pump islands shall be at least 10 feet from any building.

(3) All fuel pumps, pump islands and canopies shall be at least 20 feet from any lot line.

(4) Fueling operations within the SC district shall be limited to personal motor vehicles. Fueling of tractor trailers buses and other commercial vehicles is prohibited.

(5) Fuel delivery areas shall be internal to the site served and not located within a required front yard. Use of internal roadways for shopping centers shall not be utilized for fuel unloading.

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

(6) Appurtenances including but not limited to vacuums, above grade tanks, vent piping and utility structures shall be effectively screened with landscaping when visible from internal roadways and adjacent public roadways.

§ 7-1 **Off-Street Parking, Loading and Stacking**

7-1-4.**Rules for Computing Requirements.**

A. **Fractional Requirements.** When units of measurement used in computing the number of required off-street parking, loading and stacking spaces result in the requirements of a fractional space, the nearest whole number of off-street parking spaces shall be required.

B. **Employees.** Whenever parking requirements are based on the number of employees, it shall mean the maximum number of employees on duty on the premises at one time or any two successive shifts, whichever is greater.

C. **Net Floor Area.** For the purpose of calculating the minimum requirements for off-street parking, net floor area shall be calculated according to the following:

(1) For a single story, single tenant building — 90 percent of gross floor area.

(2) For a multistory, single tenant building — 80 percent of gross floor area.

(3) For a single story, multiple tenant building — 85 percent of gross floor area.

(4) For a multistory, multiple tenant building — 75 percent of gross floor area.

D. **Seating Capacity.** The number of seating units installed or indicated on the plans, in restaurants and areas devoted to dining, shall not be less than one unit per 15 square feet of floor area; where units are not indicated on the plan, it shall be assumed that seating units will be provided at a ratio of one for each 10 square feet of floor area. Floor area constitutes the actual area of the assembly space not including accessory unoccupied space nor the thickness of walls.

E. **Parking for Single- and Multi-Use Buildings or Sites.**

(1) A building occupied by one use shall provide the off-street parking spaces as required for the specific use. A building or group of buildings occupied by two or more uses, operating normally during the same hours, shall provide spaces for not less than the sum of the spaces required for each use.

(2) For a shopping center, parking spaces shall be provided for the total net floor area of the building or buildings as set forth in the Schedule of Parking Requirements below, instead of the requirements based on each separate use. **[Amended 4-12-2010 by L.L. No. 2-2010]**

(3) The Zoning Enforcement Officer may request a Parking Study consistent with section 7-1-7A if after review of information provided, including floor plans, such proposed use or mixture of uses may present a deficiency in off-street parking being provided.

F. **Unlisted Uses.** Upon receiving a development permit application for a use not specifically listed in the Schedule of Parking Requirements, the ~~Commissioner of Building~~ Zoning Enforcement Officer shall apply the off-street parking standard specified for the listed use that is deemed most similar to the proposed use or require a parking study in accordance with § 7-1-7, Alternative Parking Plan.

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

7-1-6. **Schedule of Parking Requirements.**

A. **Minimum Parking Requirements.** Off-street parking facilities shall be provided in quantities not less than set forth in the following schedule: **[Amended 2-4-2008 by L.L. No. 1-2008]**

Schedule of Parking Requirements

OPEN USES	**Required Parking Spaces**
Agricultural use	1 per 2 employees on maximum shift
Resource extraction	1 per 2 employees on maximum shift
RESIDENTIAL USES	**Required Parking Spaces**
Attached dwelling	2 per dwelling unit
Dormitory, fraternity, sorority house	1 per 2 occupants
Manufactured home	2 per dwelling unit
Single-family detached dwelling	2 per dwelling unit, plus 1 per auxiliary unit
Two-family	2 per dwelling unit
PUBLIC AND CIVIC USES	**Required Parking Spaces**
Adult care facility	1 per employee, plus 1 per 3 units
Auditoriums, gymnasiums, theaters, public assembly not otherwise listed	1 per 3 seats or per 3 persons of posted capacity if permanent seats are not installed
Boardinghouse	1 per employee, plus 1 per bed
Cemetery, columbaria, mausoleum, memorial park	1 per 50 internment plots
Community residential facility, group home	1 per employee (minimum of 2 spaces for community residences and 5 for intermediate care facility), plus 2 per facility vehicles, plus 1 per client vehicle, plus 4 visitor spaces
Community service	1 per 200 sf
Convalescent or nursing home, dwellings for elderly persons (65 or older)	1 per 3 beds, plus 1 per employee

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

Schedule of Parking Requirements

Day care center, child	1 per employee plus 1 per 8 persons of licensed capacity
Hospital	1 per bed, including emergency room and ambulatory surgery, plus 1 per employee
Medical / Dental office or medical facility not otherwise listed	1 per 150 sf of net floor area **[Amended 1-16-2007 by L.L. No. 2-2007]**
Surgical Center/ Treatment Facility	3.5 spaces per 1000 sf of net floor area
Parks or open space not otherwise listed	2 per acre, plus 1 per 250 sf of park building
Passenger terminal	1 per 300 sf
Place of worship	1 per 3 seats or per 3 persons of posted capacity if permanent seats are not installed
Public and semi-public buildings	1 per 200 sf floor area devoted to office use
School, nursery or primary	2 per classroom or as required for assembly areas, whichever is higher
School, post-secondary	1 per 2 classroom seats, plus spaces required for assembly area
School, secondary	1 per classroom, plus spaces required for assembly area
Social service institution	1 per 2 employees on maximum shift, plus 1 per 3 beds
Taxi dispatch center	1 per employee, plus 2 visitor spaces
Telecommunication facility	1 per service vehicle
Utility, minor	None
Utility not otherwise listed	1 per facility, plus 1 per 250 sf, plus 1 per fleet vehicle

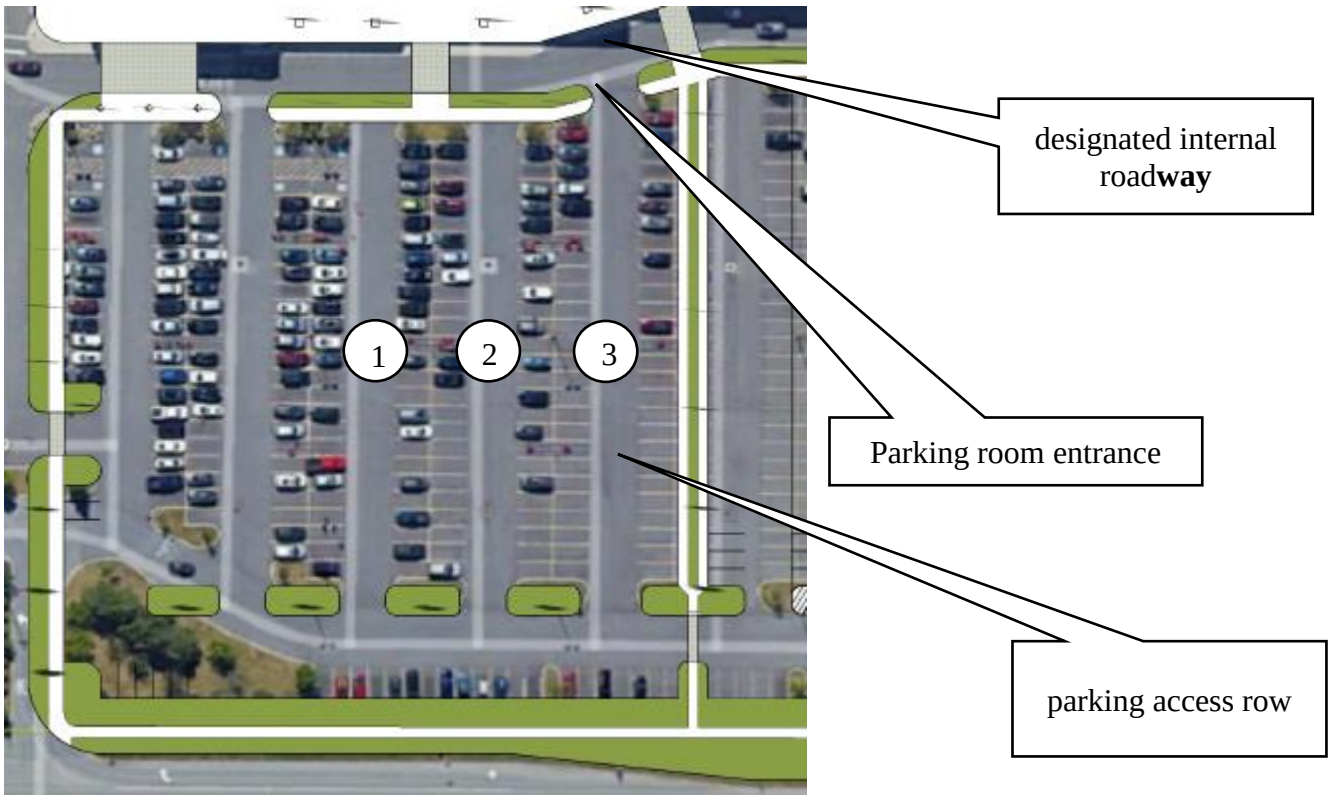
Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

7-1-9. **Off-Street Parking Space and Parking Lot Design.**

C. **Parking Rooms.** Parking serving development over 100,000 square feet of gross floor area shall be visually and functionally segmented into ~~several~~ smaller parking areas. A minimum of 2 parking rooms shall be provided. The Planning Director or the Planning Board may require the creation of more than two parking rooms based on the scale of the development. ~~Each smaller parking area shall be approximately between 180 or fewer parking spaces; the actual number of spaces required will be determined by the Zoning Enforcement Officer~~. Each smaller parking room shall be connected to an internal system of roadways. Outparcel and parking room access shall be taken from the internal system of roadways on the site. **[Amended 2-4-2008 by L.L. No. 1-2008; 3-4-2019 by L.L. No. 6-2019]**

D. **Parking Lot Walkways.** Parking Lot Pedestrian Medians with walkways leading to primary building entrances as designated by the Planning Director may be required by the Planning Board in parking lots containing more than 180 spaces in accordance with § 7-2-3A(3)(h).

E. A maximum of one parking room entrance/exit for each three access rows of parking from an internal roadway shall be permitted. Designation of internal roadways and location of parking room entrance /exits shall be established by the Planning Director or Planning Board during site plan review.



Parking room example

7-1-10. **Vehicular Stacking Design Requirements.**

A. **Minimum Stacking Requirements.** In addition to minimum parking requirements established by § 7-1-6A above, the following stacking areas are required. The Zoning Enforcement Officer may require an analysis of stacking requirements be provided to determine if additional stacking spaces will be required for a specific use or location. The size of each stacking space shall be 20 feet in length by 9 feet in width. **[Amended 3-4-2019 by L.L. No. 6-2019]**

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

Specific Use	Minimum Stacking Spaces	Measured From
Automated teller machine	3	Machine
Bank teller lane	4	Teller window
Car Wash, Coin	5 per stall	Entrance
Car Wash, Rapid	35 per stall	
Drive-In Photo Facilities	2 per service window	Service window
Gasoline pump island	2	Pump island
Restaurant, drive-through	6	Order box
	4	Order box to pick-up window
Other Drive-In Facilities	5, or as determined by ~~Commissioner of Building~~ Zoning Enforcement Officer	

B. **Location.** Stacking spaces may not impede on- or off-site traffic movements or movements into or out of off-street parking spaces.

C. **Design.** Stacking spaces shall be separated from other internal driveways by raised medians if deemed necessary by the Planning Director for traffic movement and safety.

8-3-2. **Application Requirements and Development Plan for Rezoning.**

A. An application for rezoning shall be submitted in accordance with § 8-2-2, Application Requirements.

B. All applications shall be complete in accordance with § 8-2-2D before the Planning Director is required to review the application. An application shall not be considered complete until a SEQR determination under Town Code, Chapter **104**, Environmental Quality Review, can be made.

~~C. In addition to the information required above, the following information shall be submitted as part of the formal application for rezoning to the SC district.~~

~~(1) A market analysis, including:~~

~~(a) Identification of the trade area of the proposed shopping center;~~

~~(b) Trade area population, present and future; and~~

~~(c) Net potential customers' buying power for stores in the proposed shopping center.~~

~~(2) A financial analysis indicating the ability of the petitioner to carry out the project.~~

~~(3) A traffic study, including an estimate of traffic volumes to be generated by the development and the assignment of traffic to proposed entrances and exits.~~

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

Section 4. Effective Date

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

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

X:\Current_Planning\Files\Text Amendments\ZTA-2022\ZTA-2022-04_SC Disrict & Parking Standards\proposed changes_Shopping Center District (SC)_10_19_2022.docx

Attachment: proposed changes_Shopping Center District (SC)_10_19_2022 (RES-2022-1135 : Local Law to Amend the Zoning Ordinance - SC- Shopping

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 26709 **RESOLUTION 2022-1136** **ADOPTED**

Appointment to Amherst Youth Board

WHEREAS, the Amherst Youth Board, AYB, is an organization offering varied services in support of children, youth and families living in the Town of Amherst. Chartered by the Amherst Town Board and New York State Executive Law, the agency is governed by a policy-making board of 23 citizen volunteers, comprising both adults and youth; and

WHEREAS, members are appointed by the Amherst Town Board for three-year terms, meet monthly and participate in decisions affecting programming, policies, funding and public relations for youth programs and services; and

WHEREAS, Gia Panesar, a student in the Town of Amherst, has expressed interest in serving the Amherst Youth Board.

NOW, THEREFORE, BE IT RESOLVED that Gia Panesar be appointed to the Amherst Youth Board for terms to end on December 31, 2024.

11/22/2022
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26725 **RESOLUTION 2022-1137** **ADOPTED**

2023 Fire Protection District Contracts - TOA/VOW (CRS#S 3723-3728 (TOA) and 3715-3721 - VOW)

AGENDA ITEM : NOVEMBER 22nd, 2022

TO: **Town Board**

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

DATE: **November 16, 2022**

RE: **2023 Fire Protection District Contracts:**
***Fire Protection District No. 1 - Autumn Harvest (CRS#3728)**
***Fire Protection District No. 2 - Lamm Post (CRS#3727)**
***Fire Protection District No. 3 - Lehn Springs (CRS#3726)**
***Fire Protection District No. 4 - Mill Street (CRS#3725)**
***Fire Protection District No. 15 - Park Club (CRS#3724)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#3723)**
*** ***
Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#3715)
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#3720)**
***Fire Protection District No. 14 - Main Transit Fire Department, Inc. (CRS#3718)**
***Fire Protection District No. 10 - North Amherst Fire (CRS#3721)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#3717)**
***Fire Protection District No. 13 - East Amherst Fire (CRS#3716)**
***Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#3719)**

Kindly schedule a Public Hearing for December 12, 2022 at 7:00 p.m. to approve the above-referenced Fire Protection District Contracts for the 2023 calendar year.

Attached for your review are the amounts due to each Fire Protection District pursuant to the 2023 adopted budget for each Fire Protection District (Town of Amherst/Village of Williamsville) for fire services provided.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk *(w/attachment,* **Agenda Item : November 22, 2022**)

11/22/2022
Consent

FINANCIAL IMPACT:

Amounts for each fire district are pursuant to the attached 2023 Adopted Budget.

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

Town of Amherst
Fire Protection & Fire Districts
2023 Supervisor's Budget

Fire Protection

			Co	
Autumn Harvest	2022		5	17
F3001	2023		6	16
				29
Lamm Post	2022			19
F3002	2023			22
				03
Lehn- Springs	2022		1	10
F3003	2023		1	13
				13
Mill	2022			18
F3004	2023		1	25
				17
Ellicott Creek	2022		68	04
F3009	2023		69	60
			1	56
North Amherst	2022		13	05
F3010	2023		14	13
				58
Getzville	2022		1,25	00
F3011	2023		1,28	00
			2	00
Swormville	2022		44	00
F3012	2023		45	60
				60
East Amherst	2021		73	03
F3013	2022		75	07
			1	64
Main-Transit	2022		88	09
F3014	2023		90	04
			1	55
Park Club	2022		4	03
F3015	2023		4	00
				07
Williamsville - Sheridan	2022		26	00
F3016	2023		30	04
			4	04
North Bailey	2022		27	08
F3018	2023		28	80
				00

Attachment: 2023FPDBudget.Approved (RES-2022-1137 : 2023 Fire Protection District Contracts -

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 26727 **RESOLUTION 2022-1138** **ADOPTED**

2023 Penflex Service Fee Agreements (CRS#S 3729-3735)

AGENDA ITEM : NOVEMBER 22ND, 2022

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Senior Deputy Town Attorney**

DATE: **November 16, 2022**

RE: **Service Award Program : Service Fee Agreements**

***Ellicott Creek Fire Protection District No. 9 (CRS #3730)**
***Getzville Fire Protection District No. 11 (CRS #3731)**
***Main Transit Fire Protection District No. 14 (CRS #3732)**
***North Amherst Fire Protection District No. 10 (CRS #3733)**
***North Bailey Fire Protection District No. 19 (CRS #3734)**
***East Amherst Fire Department (CRS #3729)**
***Swormville Fire Department (CRS #3735)**

Kindly adopt a resolution approving the attached Service Award Agreements with respect to each respective fire department/fire protection district and authorize the Supervisor to execute the agreements pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:NMB:hs
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, **Agenda Item: November 22, 2022**)

11/22/2022
Consent

FINANCIAL IMPACT:

As detailed in attached Service Fee Agreements for each respective fire protection district.

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

Penflex Actuarial Services, LLC.
11/1/2022-10/31/2023 Service Fee Agreement

EAST AMHERST FIRE DEPARTMENT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,700

Per-Participant Fee: $17

Payment certification and trustee directive letters: $75 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $5,200

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2021:

NYS LOSAP Audit Package: No
GASB 73 Package: Yes

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2022:

Complete the NYS LOSAP Audit Package for a fee of $495: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,000: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $750 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____
Print Name
Supervisor
Town of Amherst

_____
Signature

Paul A. Cognetta
Paul A. Cognetta
Vice President of Operations
Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2023SvcFeeAgr.EastAm (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
6. Project the Program's cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2023SvcFeeAgr.EastAm (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

Penflex Actuarial Services, LLC.
11/1/2022-10/31/2023 Service Fee Agreement

TOWN OF AMHERST
ELLICOTT CREEK FIRE PROTECTION DISTRICT NO. 9
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,700

Per-Participant Fee: $17

Payment certification and trustee directive letters: $75 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $6,200

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2021:

NYS LOSAP Audit Package: No
GASB 73 Package: Yes

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2022:

Complete the NYS LOSAP Audit Package for a fee of $495: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,000: X Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

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To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____
Print Name
Supervisor
Town of Amherst

_____
Signature

Paul A. Cognetta
Paul A. Cognetta
Vice President of Operations
Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2023SvcFeeAgr.EllCrk-11142022135650 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
6. Project the Program's cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2023SvcFeeAgr.ElICrk-11142022135650 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

Penflex Actuarial Services, LLC.
11/1/2022-10/31/2023 Service Fee Agreement

TOWN OF AMHERST
GETZVILLE FIRE PROTECTION DISTRICT NO. 11
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,700

Per-Participant Fee: $17

Payment certification and trustee directive letters: $75 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $6,900

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2021:

NYS LOSAP Audit Package: No
GASB 73 Package: Yes

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2022:

Complete the NYS LOSAP Audit Package for a fee of $495: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,000: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $750 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____	_____	*Paul A. Cognetta*
Print Name	Signature	Paul A. Cognetta
Supervisor		Vice President of Operations
Town of Amherst		Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2023SvcFeeAgr.Getz-11142022135705 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
6. Project the Program's cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2023SvcFeeAgr.Getz-11142022135705 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

Penflex Actuarial Services, LLC.
11/1/2022-10/31/2023 Service Fee Agreement

TOWN OF AMHERST
MAIN TRANSIT FIRE PROTECTION DISTRICT NO. 14
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,700

Per-Participant Fee: $17

Payment certification and trustee directive letters: $75 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $6,600

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2021:

NYS LOSAP Audit Package: No
GASB 73 Package: Yes

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2022:

Complete the NYS LOSAP Audit Package for a fee of $495: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,000: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

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All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $750 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____
Print Name
Supervisor
Town of Amherst

_____
Signature

Paul A. Cognetta
Paul A. Cognetta
Vice President of Operations
Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2023SvcFeeAgr.MainTrans-11142022135943 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
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7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2023SvcFeeAgr.MainTrans-11142022135943 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

Penflex Actuarial Services, LLC.
11/1/2022-10/31/2023 Service Fee Agreement

TOWN OF AMHERST
NORTH AMHERST FIRE PROTECTION DISTRICT NO. 10
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,700

Per-Participant Fee: $17

Payment certification and trustee directive letters: $75 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $4,900

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2021:

NYS LOSAP Audit Package: No
GASB 73 Package: Yes

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2022:

Complete the NYS LOSAP Audit Package for a fee of $495: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,000: X Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

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_____
Print Name
Supervisor
Town of Amherst

_____
Signature

Paul A. Cognetta
Paul A. Cognetta
Vice President of Operations
Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2023SvcFeeAgr.NrthAmh-11142022140009 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
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11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2023SvcFeeAgr.NrthAmh-11142022140009 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

Penflex Actuarial Services, LLC.
11/1/2022-10/31/2023 Service Fee Agreement

TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT NO. 18
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,700

Per-Participant Fee: $17

Payment certification and trustee directive letters: $75 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $5,600

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2021:

NYS LOSAP Audit Package: No
GASB 73 Package: Yes

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2022:

Complete the NYS LOSAP Audit Package for a fee of $495: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,000: X Yes _____ No
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To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____
Print Name
Supervisor
Town of Amherst

_____
Signature

Paul A. Cognetta
Paul A. Cognetta
Vice President of Operations
Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2023SvcFeeAgr.NrthBail-11142022140027 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

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2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
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   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
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3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
6. Project the Program's cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2023SvcFeeAgr.NrthBail-11142022140027 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

Penflex Actuarial Services, LLC.
11/1/2022-10/31/2023 Service Fee Agreement

SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,700

Per-Participant Fee: $17

Payment certification and trustee directive letters: $75 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $25 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $5,300

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2021:

NYS LOSAP Audit Package: No
GASB 73 Package: Yes

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2022:

Complete the NYS LOSAP Audit Package for a fee of $495: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,000: __X__ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $750 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____	_____	*Paul A. Cognetta*
Print Name	Signature	Paul A. Cognetta
Supervisor		Vice President of Operations
Town of Amherst		Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2023SvcFeeAgr.Sworms-11142022140046 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
6. Project the Program's cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2023SvcFeeAgr.Sworms-11142022140046 (RES-2022-1138 : 2023 Penflex Service Fee Agreements (CRS#S 3729-3735))

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26728 **RESOLUTION 2022-1139** **ADOPTED**

Purchase of 1777 Dodge Road (Bongiovanni to TOA) (CRS #3598)

AGENDA ITEM : NOVEMBER 22nd, 2022

TO: **Town Board**

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

DATE: **November 16, 2022**

RE: **Purchase of 1777 Dodge Road**
Bongiovanni to Town of Amherst (CRS #3598)

Resolution 2022-839 (Town Board Meeting - 8.24.2022) authorized the above purchase of property located at 1777 Dodge Road in the amount of $50,000 allocated to a Trust account (T3030.2700 - Open Space).

Kindly authorize an additional expenditure not to exceed $5,000.00 allocated to the same account (T3030.2700 - Open Space) to cover closing costs inadvertently not included in the amount initially requested.

Thank you.

NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - November 22, 2022**)
Daryl C. Bramer, CPA, Town Comptroller
Lynda Juul, Director of Finance

11/22/2022
Consent

FINANCIAL IMPACT:

Amount NTE $5,000.00 - T3030.2700.

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 26748 **RESOLUTION 2022-1140** **ADOPTED**

Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740

BE IT RESOLVED, that the Town Board authorizes the purchase of: a DS64i-INT3SE Folder-Inserter Machine for the Town Clerk's Office in the amount of $9,623.25. The machine will be purchased from Quadient Inc.

BE IT FURTHER RESOLVED, that the Town Board authorizes the purchase of an Annual Maintenance Agreement for the Folder-Inserter Machine in the amount of$1,612.80 from Lineage.

THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Town Clerk's Office to issue a Purchase Order to complete the purchase from Quadient Inc. for one Folder-Inserter Machine and an Annual Maintenance Agreement from Lineage. Approval is pending successful completion of the Contract Routing System.

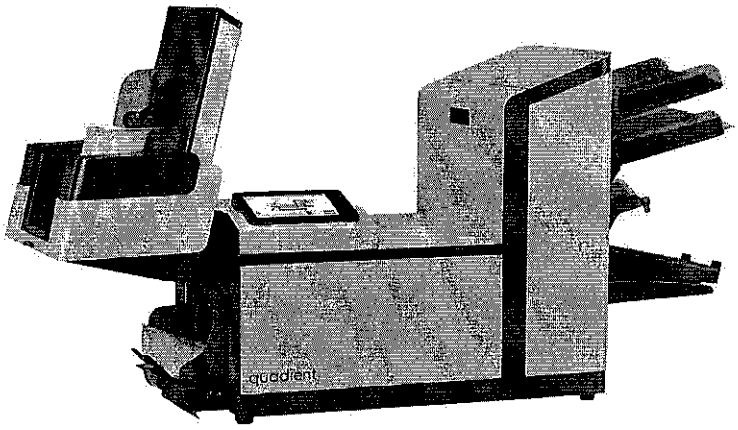
11/22/2022
Consent

FINANCIAL IMPACT:

A1410 2600 Other Equipment: $9,623.25 Folder-Inserter Machine, $1,612.80 Annual Maintenance

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

Product Overview



DS-64i FOLDER-INSERTER

A reliable, user-friendly mail assembly solution for the office or mail center

Key Capabilities

- 7" color touchscreen control panel with graphical user guidance and wizard-based programming
- Up to 2 multi-format FlexFeeders that can transport full-size sheets as well as short inserts
- FlexFeed trays hold a 325-sheet stack and can be linked for non-stop cascade feeding
- Additional insert feeders are available with loading capacities of 50 or 325 reply envelopes
- Automatically senses and sets paper length, envelope size and compatible fold type
- Tri-folds or single-folds letter-size documents and double-folds legal-size sheets
- Collate, fold and insert up to 5 pages into a #10 envelope or 8 pages into a 6" x 9.5" envelope
- Mechanical double document control ensures envelope contents are correct for every recipient
- Quick processing speeds up to 2,000 filled envelopes per hour (2,500 w/productivity pack)
- Store up to 50 user-programmed jobs and instantly recall any of them at the push of a button
- Tip-to-tip envelope sealing that can be turned on and off for any job
- Vertical output stacker holds 500 filled envelopes and preserves printing order
- Connects to your network via LAN or WIFI to enable remote diagnostics and remote assistance
- CIS scanner can read OMR, 1D and 2D codes printed horizontally or vertically on the document

This document is strictly private, confidential and personal to its recipients and should not be copied, distributed or reproduced in whole or in part, nor passed to any third party without the express written consent of Quadient.

quadient

Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

Financial Considerations

Product Summary

- DS-64i envelope folder/inserter with color touch-screen
- Folds and inserts up to 2,000 envelopes per hour
- 2 flex-feed document trays, 1 half tray for business reply envelopes
- High capacity vertical output stacker

Lease Option

01	Lease Term (months)	60
02	Monthly Amount	$454.09

Purchase Option

01	Equipment & Software	$ 9,623.25
02	Monthly Meter Rental & iMeter Apps	$ 0.00
03	Annual Maintenance Agreement	$ 1,612.80
04	Annual Software Subscriptions & Support	$ 0.00

Notes

Valid Until: 12/31/22

*Lease includes equipment maintenance, shipping, installation, training, and our customer satisfaction guarantee.

Lease pricing from Sourcewell Contract #011322-QDT
Purchase pricing from New York State Contract PC67336

(716) 631-3345 | mjaworski@trustlineage.com | quadient.com

quadient

Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

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

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

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

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

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

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

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

Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

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 N/A. 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:

Lineage
Print Name of Company

By: Heather Parzynski
Signature

Heather Parzynski
Printed name

Date: 8/16/22

Agreed to and Accepted by:

Town of Amherst

By:
Brian J. Kulpa, Supervisor

Date: 8/30/22

Revised 12.30.19 SJS

Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g. both effective April 12, 2012. Under the Act, the Commissioner of the office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Town receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased 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 may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Town reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Heather Parzynski, being duly sworn, deposes and says that he/she is the Office Manager of the Lineage Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Heather Parzynski
Signed

PATRICIA ANN GALLO
NOTARY PUBLIC STATE OF NEW YORK
ERIE
LIC. #01GA6367375
COMM. EXP. 11/20/2025

SWORN to before me this
27 day of July
~~201~~ 2022
Notary Public: Patricia Ann Gallo

Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2021

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:** Jenny Loretz
Stahlka Agency, Inc 6724 Main St Williamsville NY 14221	**PHONE (A/C, No, Ext):** (716) 634-7070 **FAX (A/C, No):** (716) 634-6411 **E-MAIL ADDRESS:** jloretz@emsinsurance.com
INSURED Lineage Buffalo 385 North French Road Amherst NY 14228	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Charter Oak Fire Ins. Co. — 25615 **INSURER B:** Phoenix Insurance Company — 25623 **INSURER C:** Travelers Property Casualty Company of America **INSURER D:** Technology Ins. Co. **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 21-22 L A E W **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		630-5K644713	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA2L223970	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-5K672894	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
D	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		TWC4054386	12/31/2021	12/31/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Hired Car Physical Damage			BA2L223970	12/31/2021	12/31/2022	Comprehensive Limit Collision Limit	$100,000 $100,000

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

Town of Amherst is included as an Additional Insured on a primary and noncontributory basis under the General Liability policy as required by written contract or oral agreement.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark E. Stahlka

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Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

Town of Amherst
5583 Main Street
Williamsville, NY 14221

STATE OF NEW YORK
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
Lineage-Buffalo 385 North French Road Amherst, NY 14228 **Work Location of Insured** *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	(716)631-3345 **1c. NYS Unemployment Insurance Employer Registration Number of Insured** **1d. Federal Employer Identification Number of Insured or Social Security Number** 161226757
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** Technology Ins. Co. **3b. Policy Number of entity listed in box "1a"** TWC4054386 **3c. Policy effective period** 12/31/2021 - 12/31/2022 **3d. The Proprietor, Partners or Executive Officers are** _____ **included.** **(Only check box if all partners/officers included)** __X__ **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: MARK E. STAHLKA
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Mark E. Stahlka
(Signature)

December 15, 2021
(Date)

Title: PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-634-7070

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

Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

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)

ADVANCED BUSINESS MACHINES INC.
385 NORTH FRENCH ROAD

AMHERST, NY 14228
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

716 631 3345

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

161226757

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

First Unum Life Insurance Company

3b. Policy Number of Entity Listed In Box "1a"

421871

3c. Policy effective period

09/12/2022 to 09/12/2023

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 9/12/2022 By Zoe Travis
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-800-ASK-UNUM Name and Title Zoe Travis DBL Specialist

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: Purchase of new folding machine (RES-2022-1140 : Folder Inserter Machine Purchase for the Town Clerk's Office CRS #3740)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26711 **RESOLUTION 2022-1141** **ADOPTED**

New Firefighter for Swormville Fire Company

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

Nick W Planty
8701 Stahley Rd
East Amherst, NY 14051

11/22/2022
Consent

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

SWORMVILLE FIRE COMPANY, INC.

POST OFFICE BOX 707
6971 TRANSIT ROAD
SWORMVILLE, NEW YORK 14051
EMERGENCIES - 911 • FIREHALL - 688-7055 • FAX - 688-4736

Clerk - Francina J SPOTH
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear Francina Spoth

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add his information to your records.

Nickolaus W Planty
8702 Stahley Rd.
E. Amherst, NY. 14051

The residency verification forms are enclosed. I can be reached at (716) 206-2540 with any questions.

Thank you for your assistance in this matter.

Sincerely,

Craig Swanson

Craig L. Swanson
Membership Committee

Serving Amherst & Clarence Since 1918

Attachment: DOC110822-11082022113500 (RES-2022-1141 : New Firefighter for Swormville Fire Company)

SWORMVILLE FIRE COMPANY, INC.
POST OFFICE BOX 707
6971 TRANSIT ROAD
SWORMVILLE, NEW YORK 14051
EMERGENCIES - 911 FIREHALL - 688-7055

STATEMENT OF VOLUNTEER FIRE COMPANY OFFICAL

Nick W Plarty
8701 Stanley Rd.
E. Amherst, NY. 14051

The address of the applicant listed above is within the Fire Protection District or territory protected by such Fire Protection District to which he / she is applying, namely Swormville Fire Company. We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub or other suitable document.

Craig Swanson
(Craig Swanson, Membership Committee)

DATE: 11 / 8 / 22

Attachment: DOC110822-11082022113500 (RES-2022-1141 : New Firefighter for Swormville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 26721 **RESOLUTION 2022-1142** **ADOPTED**

Contract Amendment (GAR Confidentiality Agreement) (CRS #3706) Original Contract - RFP #202203 Real Property Assessment Project (CRS #3569/CMS #3323)

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement pending successful completion of the Contract Routing System.

Thank you.

11/22/2022
Consent

FINANCIAL IMPACT:

none

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

Attachment: GAR - confidentiality agreement - Amherst (v2) (RES-2022-1142 : Contract Amendment (GAR Confidentiality Agreement) (CRS

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, 2022 by and among GAR ASSOCIATES LLC, a New York limited liability company with offices at 550 Main Street, Suite 347, Williamsville, New York 14221 ("GAR") and The Town of Amherst, a [municipality] with offices at [_____], Amherst, New York _____ ("Town"). For purposes of this Agreement, GAR and the Town shall be referred to as either the "Disclosing Party" or the "Receiving Party, as the context requires.

RECITALS:

WHEREAS, the Disclosing Party possesses certain confidential proprietary information relating to real property valuation data (the "Confidential Information");

WHEREAS, in connection with GAR providing the Town access to the Confidential Information as part of a contractual relationship between the parties (the "Business Transaction"), such confidential proprietary information of the Disclosing Party shall become available to the Receiving Party;

WHEREAS, GAR is making various files and data available to the Town's Assessment Office as part of the Town's current reassessment project update; and

WHEREAS, the Disclosing Party desires to prevent the unauthorized use and disclosure of its Confidential Information; and

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, Confidential Information shall mean (a) all information pertaining to the Disclosing Party's business that is furnished by or on behalf of the Disclosing Party to the Receiving Party in connection with the Business Transaction, including without limitation: (i) all formulas, research and development techniques, processes, computer programs and databases, software, electronic codes, masks, improvement, data, know how, formats, test results, valuation tables, (ii) information about trends, data, sales, costs, profits, markets, sales and job contracts, lists of customers and subcontractors, (iii) business, marketing, and strategic plans, (iv) Budgets, forecasts, unpublished financial information, unpublished valuation and data information, and customer identities, (v) information made part of the databases and other proprietary information as part of the databases, and (vi) the prospect of the Business Transaction and the existence of discussions regarding the Business Transactions.

2. Nondisclosure Obligations. Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, Receiving Party further promises and agrees;

(a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;

Attachment: GAR - confidentiality agreement - Amherst (v2) (RES-2022-1142 : Contract Amendment (GAR Confidentiality Agreement) (CRS

(b) not to use any of the Confidential Information except for the Business Transaction;

(c) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by Disclosing Party in accordance with this Confidentiality Agreement;

(d) not to use any Confidential Information to unfairly compete or obtain unfair advantage vis a vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Transaction;

(f) to restrict access to the Confidential Information to those of its professional advisors who clearly need such access to carry out the Business Transaction;

(g) to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Disclosing Party, any of the Confidential Information, and, upon Request of Disclosing Party, to provide Disclosing Party with a copy of a written agreement to that effect signed by such persons; and

(h) to comply with any other reasonable security measures with respect to the Disclosing Party's Confidential Information as may be requested from time to time by Disclosing Party.

(i) not to publish the results of any work for the reassessment project, through literature or speeches, nor will the Receiving Party publish unless such submission for publishing is submitted to GAR at least ten (10) days before the desired publish date for approval. GAR reserves the right to deny consent in its sole discretion.

3. Exceptions. The confidentiality obligations hereunder shall not apply to Confidential Information which: (i) is, or later becomes, public knowledge other than by breach by Receiving Party of its obligations under this Agreement; (ii) is in the possession of Receiving Party with the full right to disclose prior to its receipt from Disclosing Party, as evidenced by written records; or (iii) is independently received by Receiving Party from a third party, with no restrictions on disclosure.

4. Return of Confidential Information. Receiving Party agrees, upon termination of the Business Transaction or upon the written request of Disclosing Party, whichever is earlier, to promptly deliver to Disclosing Party all records, notes, and other written, printed, or tangible materials in the possession of Receiving Party, embodying or pertaining to the Confidential Information.

5. No Right to Confidential Information. Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to Receiving Party by Disclosing Party to use any of the Confidential Information.

6. No Solicitation of Customers and/or Prospects. Receiving Party agrees that it will not contact any of Disclosing Party's customers and/or prospects in order to solicit, entice or induce any

customer and/or prospect of Disclosing Party to terminate, or otherwise modify a business relationship with Disclosing Party to reduce or other modify a business relationship with Disclosing Party.

7. Indemnification. Receiving Party agrees to indemnify Disclosing Party from and against any and all losses, damages, claims or expenses (including without limitation reasonable attorney's fees) incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

8. Term and Termination. This Agreement shall commence on the date first written above ("Effective Date"). Receiving Party's right to use the Confidential Information in connection with the Business Transaction shall continue for a period of two (2) years from the end of the Business Transaction, or until Disclosing Party provides Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force and effect until further notice from Disclosing Party.

9. Remedies. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

10. Successors and Assigns. Receiving Party shall have no right to assign his/her/its rights under this Agreement, whether expressly or by operation of law, without the written consent of Disclosing Party. This Agreement and Receiving Party's obligations hereunder shall be binding on Representatives, permitted assigns, and successors of Receiving Party and shall inure to the benefit of Representatives, assigns and successors of Disclosing Party.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

12. Entire Agreement. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

Attachment: GAR - confidentiality agreement - Amherst (v2) (RES-2022-1142 : Contract Amendment (GAR Confidentiality Agreement) (CRS

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

GAR ASSOCIATES LLC

By:_____
Name:
Title:

TOWN OF AMHERST

By:_____
Name:
Title:

Attachment: GAR - confidentiality agreement - Amherst (v2) (RES-2022-1142 : Contract Amendment (GAR Confidentiality Agreement) (CRS

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26723 **RESOLUTION 2022-1143** **ADOPTED**

Year End Budget Transfers

To facilitate the closing of the books for 2022, I am requesting approval from the Town Board to move budgeted funds within the same department with department head approval without coming back to the Town Board for approval.

Additionally, I am requesting to include accounts such as health insurance, utilities, etc., within the current operating budgets of the Town. This will allow us to prepare for the year end audit.

This does not include budget transfers from contingency accounts or budget amendments.

11/22/2022
Consent

FINANCIAL IMPACT:

N/A

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

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26739 **RESOLUTION 2022-1144** **ADOPTED**

Budget Transfers and Amendments

November 22, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 11/16/2022
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:***
A1430.1000 Personnel - Personal Services $8,360.43 A1430.8030 FICA $639.57	A1430.2100 Furniture, Desks, Chairs $9,000.00
To transfer funds for the replacement of conference chairs, office workstations, chairs, and file systems.	
KP2136.4972 Construction Expense $11,495.49	KP2136.2150 Building Improvements $11,495.49
To transfer funds for KP2136 WPCF Building & Equipment Infrastructure Phase 3.	
KP2215.4972 Construction Expense $40,944.50	KP2215.2600 Other Equipment $40,944.50
To transfer funds within KP2215 Golf Course Improvements for purchase on twin post lift, express grinder and bed knife grinder.	
N2063.4000 CDBG Mortgage Assist. LMI $150,273.00 N2038.4000 CDBG Family Justice Center $1,088.00 N2059.4000 CDBG Business Outreach $16,800.00 N2025.1000 CDBG Admin. $65,025.55 N2025.8030 CDBG Admin. $4,974.45 N2056.4000 CDBG WNY Independent Living $7,237.80 N2065.4000 CDBG Center for Elder Law $40,000.00 N2058.4000 CDBG AMH Y&R Summer Camp $29,879.69 N2057.4000 CDBG Senior Services for COVID $20,000.00	N2067.4000 Senior Center Improv. $147,000.00 N2068.4000 Northwest Comm. Ctr. $115,153.49 N2066.4000 Meals on Wheels $73,125.00
To transfer funds for Res 2022-1113 amendments to the 2020 Action Plan for Community Development.	

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
N2244.02785 Cheek. Housing Rehab - PI $30,528.00 N2249.02785 Cheek. Home Admin - PI $3,392.00	N2244.4000 Contractual $30,528.00 N2249.4003 10% Admin $3,392.00
To recognize Community Development program income from 241 Parker Ave, Cheektowaga.	
N2223.02785 CDBG & VG- PI $170.00	N2223.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
N2223.02785 CDBG & VG- PI $8,950.32 N2255.02785 Amherst HOME Rental- PI $2,237.58	N2223.4000 Contractual $8,950.32 N2255.1000 Personal Services $2,078.57 N2255.8030 FICA $159.01
To recognize Community Development program income from 52 Garden, Williamsville.	

N2223.02785 CDBG & VG- PI $7,872.50	N2223.4000 Contractual $7,872.50
N2255.02785 Amherst HOME Rental- PI $1,968.13	N2255.1000 Personal Services $1,828.27
	N2255.8030 FICA $139.86

To recognize Community Development program income from 172 Meadow, Williamsville.

N2255.02785 Amherst HOME Rental- PI $6,719.29	N2255.4000 Contractual $6,719.29
N2254.02785 Amherst Home Admin- PI $746.59	N2254.4003 10 % Admin $746.59

To recognize Community Development program income from 171 E. Royal, Williamsville.

N2250.02785 Tonawanda HOME- PI $4,500.00	N2250.4000 Contractual $4,500.00
N2253.02785 Tonawanda Admin- PI $500.00	N2253.4003 Admin $500.00

To recognize Community Development program income from 773 Loretta, Tonawanda.

N0001.20080 CDBG Income 20/21 $95,000	N2068.4000 Northwest Comm. Ctr. $95,000

To set up the budget for Northwest Community Center for Res 2022-1113 amendment to 2020 Action Plan for Community Development.

11/22/2022
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26704 **RESOLUTION 2022-1145** **ADOPTED**

Contract Extension - Bid #2020034 Walk Off Mats - CRS #3699 (Orig. CRS/CMS #2354/2387)

WHEREAS, Cintas Corporation has agreed to extend their contract for Bid #2020034 Town Wide Walk Off Mats, CRS #3699 (Original CRS/CMS #2354/2387);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Cintas Corporation for the period January 19, 2023 through January 18, 2025; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Cintas Corporation.

11/22/2022
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Francina J. Spoth

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Jacqualine Berger
Shawn Lavin

Cintas Corporation agrees to hold prices and extend the current contract with the Town of Amherst for Bid #2020034 – Walk Off Mats (Original CRS/CMS #2354/2387).

This contract will be extended for a two-year period from January 19, 2023 through January 18, 2025.

SIGNED:

Ethan Fisher

Cintas Corporation
Vendor

DATED 10/27/2022

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: Signed Extension Agreement Cintas (RES-2022-1145 : Contract Extension - Bid #2020034 Walk Off Mats - CRS #3699 (Orig.

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Emergency Services
Initiated by: **Jim Zymanek**
Co-Sponsored by:

DOC ID: 26730 **RESOLUTION 2022-1146** **ADOPTED**

Ambulance Contract Extension ID 436 CRS #3737 (Original CRS-CMS #470-701)

WHEREAS, Resolution 2017-1195 awarded the Ambulance Contract to Twin City Ambulance for a period of three (3) years from 1/1/2018 to 12/31/2020 with an additional two (2) year automatic renewal through 2022; and

WHEREAS, the Emergency Medical Services Board recommends that the Town of Amherst extend its contract with Twin City Ambulance for one (1) additional year; and

WHEREAS,the cost to the public will not change and as ever the safety of the community will always be of utmost importance; and

NOW THEREFORE BE IT RESOLVED the Town of Amherst approves the extension of the Intermunicipal Agreement with the Towns of Amherst, Clarence, Newstead, Villages of Akron and Williamsville, fire districts of Clarence, Eggertsville and Snyder to extend the existing ambulance service contract award to Twin City Ambulance for a one (1) year term starting 1/1/2023 to 12/31/2023; and

BE IT RESOLVED that said extension of award is contingent on all other municipalities approving said contract extension;

BE IT FURTHER RESOLVED upon the above conditions being met, the Supervisor is hereby authorized to execute said contract extension after successful completion of the contract routing process.

11/22/2022
Consent

FINANCIAL IMPACT:

None to the Town of Amherst as the cost is billed to insurance companies.

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

EXTENSION AGREEMENT

This Pre-hospital Emergency Medical Services ("EMS") Extension Agreement, ("Extension Agreement") is entered into this _____day of _____, 2022 by and among the Town of Amherst, a municipality with its principal office at 5583 Main Street, Williamsville, New York 14221; the Town of Clarence, a municipality with its principal office at 1 Town Place, Clarence, New York 14031; the Town of Newstead, a municipality with its principal office at 5 Clarence Center Road, Akron, New York 14001; the Village of Akron, a municipality with its principal office at 21 Main Street, Akron, New York 14001; the Village of Williamsville, a municipal corporation with its principal office at 5565 Main Street, Williamsville, New York 14221, the Clarence Fire District, a commissioned fire district with its principle office at 10355 Main Street, Clarence, New York 14031; the Eggertsville Fire District, a commissioned fire district with its principal office at 1880 Eggert Road, Eggertsville, New York 14226; and the Snyder Fire District, a commissioned fire district with its principal office at 4531 Main Street, Snyder, New York 14226, (collectively referred to as "Municipality") and Twin City Ambulance, Ambulance Service with its principal office at 555 Commerce Drive, Amherst, New York 14228 (“Ambulance Service”).

WHEREAS, on or about January 1, 2018, the Municipality and Ambulance Service, entered into an Agreement pursuant to which Ambulance Service provides Pre-hospital Emergency Medical Services within the Municipality; and

WHEREAS, the term of the Agreement was for a period of three (3) years, commencing on January 1, 2018 and continuing through December 31, 2020, with an additional two (2) year automatic renewal extending the Agreement through December 31, 2022; and

WHEREAS, the Emergency Medical Services Board is working to develop a comprehensive request for proposals for the ensuing Pre-hospital Emergency Medical Services agreement and has recommended that the parties extend the Agreement one additional year through December 31, 2023 to allow the EMS Board appropriate time to complete its processes; and

WHEREAS, the Municipality and the Ambulance Service desire to extend the Agreement for one (1) additional year through December 31, 2023, on the same terms and conditions as set forth in the Agreement;

NOW, THERFORE, in consideration of the mutual covenants and promises contained herein, the annual payment by Municipality to Ambulance Service of the sum of one dollar ($1.00), and no more dollars, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement between the Municipality and Ambulance Services is hereby extended for a period of one (1) year commencing on January 1, 2023 and continuing through December 31, 2023.

Attachment: Ambulance EMS Extension Contract 2023 (RES-2022-1146 : Ambulance Contract Extension ID 436 CRS # 3737)

2. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement.

The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Amherst, at a meeting thereof held on the ____ day of_____, 2022. Brian J. Kulpa, Supervisor of the Town of Amherst, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Extension Agreement on behalf of the Town of Amherst. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Amherst.

The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Clarence, at a meeting thereof held on the ____ day of_____, 2022. Pat Casilio, Supervisor of the Town of Clarence, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Extension Agreement on behalf of the Town of Clarence. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Clarence.

The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town Board of the Town of Newstead, at a meeting thereof held on the ____ day of_____, 2022. David L. Cummings, Supervisor of the Town of Newstead, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Extension Agreement on behalf of the Town of Newstead. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Newstead.

The Mayor has executed this agreement pursuant to a Resolution adopted by the Village Board of the Village of Akron, at a meeting thereof held on the _____ _____ day of___, 2022. Carl E. Patterson, Mayor of the Village of Akron, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Extension Agreement on behalf of the Village of Akron. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Village Clerk of the Village of Akron.

The Mayor has executed this agreement pursuant to a Resolution adopted by the

Attachment: Ambulance EMS Extension Contract 2023 (RES-2022-1146 : Ambulance Contract Extension ID 436 CRS # 3737)

Village Board of the Village of Williamsville, at a meeting thereof held on the day of_____, 2022. Deborah Rogers, Mayor of the Village of Williamsville, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Extension Agreement on behalf of the Village of Williamsville. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof in the office of the Village Clerk of the Village of Williamsville.

The Chairman of the Board of Fire Commissioners has executed this agreement pursuant to a Resolution adopted by the Board of Fire Commissioners of the Clarence Fire District at a meeting thereof held on the day of _____2022. Nathan Work, Chairman of the Board of Fire Commissioners, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Extension Agreement on behalf of the Board of Fire Commissioners of the Clarence Fire District #1. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Board of Fire Commissioners of the Clarence Fire District #1.

The Chairman of the Board of Fire Commissioners has executed this agreement pursuant to a Resolution adopted by the Board of Fire Commissioners of the Eggertsville Fire District, at a meeting thereof held on the day of _____ 2022. Brian Multerer, Chairman of the Board of Fire Commissioners, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Extension Agreement on behalf of the Board of Fire Commissioners of the Eggertsville Fire District. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Board of Fire Commissioners of the Eggertsville Fire District.

The Chairman of the Board of Fire Commissioners has executed this agreement pursuant to a Resolution adopted by the Board of Fire Commissioners of the Snyder Fire District, at a meeting thereof held on the ___day of _____ 2022. Paul Griebner, Chairman of the Board of Fire Commissioners, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Extension Agreement on behalf of the Board of Fire Commissioners of the Snyder Fire District. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Board of Fire Commissioners of the Snyder Fire District.

Attachment: Ambulance EMS Extension Contract 2023 (RES-2022-1146 : Ambulance Contract Extension ID 436 CRS # 3737)

TOWN OF AMHERST

By:_____ Date:_____
Supervisor

TOWN OF CLARENCE

By:_____ Date:_____
Supervisor

TOWN OF NEWSTEAD

By:_____ Date:_____
Supervisor

VILLAGE OF AKRON

By:_____ Date:_____
Mayor

VILLAGE OF WILLIAMSVILLE

By:_____ Date:_____
Mayor

Chairman of the Board of Fire Commissioners - CLARENCE FIRE DISTRICT #1

By:_____ Date:_____

Chairman of the Board of Fire Commissioners - EGGERTSVILLE FIRE DISTRICT

By:_____ Date:_____

Attachment: Ambulance EMS Extension Contract 2023 (RES-2022-1146 : Ambulance Contract Extension ID 436 CRS # 3737)

Chairman of the Board of Fire Commissioners - SNYDER FIRE DISTRICT

By:_____ Date:_____

AMBULANCE COMPANY

By:_____ Date:_____

Attachment: Ambulance EMS Extension Contract 2023 (RES-2022-1146 : Ambulance Contract Extension ID 436 CRS # 3737)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26744 **RESOLUTION 2022-1147** **ADOPTED**

Payment Authorization Purchase of Security Camera Hard Drives Digital Surveillance Solutions

The Engineering Department, WPCF division is requesting that the Town Board authorize the Comptroller's Office to pay invoice #AWW102622 in the amount of $1,332.68 based on NYS OGS Contract PT68787 pricing for the new hard drives for the Plant's security cameras. During the course of a recent camera install, Digital Surveillance Solutions had fully tested the Plant's entire security system and was able to determine the hard drives within the ExacServer are failing after years of service and causing system outages and shut downs. As such, we are requesting approval of this invoice to rectify the situation and stabilize the system.

Funds for this request will be available in G9916-2130.

Thank you for considering this request.

11/22/2022
Consent

FINANCIAL IMPACT:

G9916-2130; $1,332.68

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

TOWN OF AMHERST

VOUCHER

PO NO: 2221046

Date: 08/10/2022

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
G9916	2130	$ 1,332.68
	TOTAL	$ 1,332.68

Supplier: 17935

DIGITAL SURVEILLANCE SOLUTIONS
2727 BROADWAY STREET
SUITE 4
BUFFALO, NY 14227
RES-2017-1310 11/20/17

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
2	WD PURPLE SURVEILLANCE 8TB HARD DRIVE	$ 406.34	$ 812.68
2	CAMERA SYSTEM TECH - SERVICE ON 7/19	$ 130.00	$ 260.00
2	HARD DRIVE REPLACEMENT LABOR	$ 130.00	$ 260.00
		TOTAL	$ 1,332.68

Due Date: _____ **Invoices:** **SALES TAX EXEMPT**

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION _____
Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____
Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____
Date **Authorized Official**

Audited by: _____ **Contract: RES-2017-1310 11/20/17 Bids Received Y / N**

Date: _____ **TB Res. No: 2017-1310** **Town Board Approval Y / N**

TB Res. Date:

Attachment: Surveillance Voucher (RES-2022-1147 : Payment Authorization)

dss
digital surveillance solutions

Digital Surveillance Solutions, Inc
485 Cayuga Road
Buffalo, NY 14225
(716) 597-0369

RECEIVED OCT 26 2022

Bill To:
Amherst Wastewater Treatment Fac 455 Tonawanda Creek Rd Amherst, NY 14228 United States

Date	**Invoice**
10/26/2022	AWW102622

Terms	**Due Date**	**PO Number**	**Reference**
Net 30 days	11/25/2022	22210469	
NYS OGS PT68787			

Service Request Number	**52426**
Summary	Exacqvision server keeps rebooting
Contact Name	Gregory Struzik

Products	Quantity	Price	Amount
Agreement: Exacq Support 2022-2023 (Waste Water Treatment)			
WD PURPLE SURVEILLANCE 8TB HD	2.00	$406.34	$812.68
Service on 7/19	2.00	$130.00	$260.00
Labor to replace drives	2.00	$130.00	$260.00
		Total Products:	**$1,332.68**

Licensed by the N.Y.S. Department of State

*Accounts not paid within terms are subject to a 1.5% monthly finance charge.

Invoice Subtotal:	$1,332.68
Sales Tax:	$0.00
Invoice Total:	**$1,332.68**
Payments:	$0.00
Credits:	$0.00
Balance Due:	**$1,332.68**

Attachment: Surveillance Voucher (RES-2022-1147 : Payment Authorization)

Russell, Crystal

From: RaeAnn Jakubowski <raeannj@dssvideo.com>
Sent: Thursday, October 27, 2022 10:59 AM
To: Russell, Crystal
Cc: Struzik, Gregory
Subject: Re: Invoice #AWW102622 from Digital Surveillance Solutions

CAUTION: This email originated from outside of the organization.
Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Crystal.

All of the onsite labor was IT work, therefore does not qualify as PW.

The state contract number should not be listed on this invoice, as this was not a state contract sale - my apologies for the error.

Thanks,

dss digital surveillance solutions
Licensed by the N.Y.S. Department of State

RaeAnn Jakubowski
Office Manager | Digital Surveillance Solutions
P: 716-597-0369 x1010
F: 716-597-0389
A: 485 Cayuga Road | Buffalo NY 14225
www.dssvideo.com

On Thu, Oct 27, 2022 at 10:37 AM Russell, Crystal <crussell@amherst.ny.us> wrote:

> Hi RaeAnn,
>
> Please provide certified payroll statement(s) for the hours worked on plant site. Also, is there a part # for the hard drive that I can look up to confirm that it's on the NYS contract?
>
> Thank you,
>
> Crystal Russell
>
> Town of Amherst WPCF, Accounts Payable
>
> 455 Tonawanda Creek Road

Attachment: Surveillance Voucher (RES-2022-1147 : Payment Authorization)

Amherst, NY 14228

P: 716.691.9771 ext. 8010

F: 716.691.4496

crussell@amherst.ny.us

From: RaeAnn Jakubowski <raeannj@dssvideo.com>
Sent: Wednesday, October 26, 2022 3:10 PM
To: Struzik, Gregory <gstruzik@amherst.ny.us>
Cc: Russell, Crystal <crussell@amherst.ny.us>
Subject: Invoice #AWW102622 from Digital Surveillance Solutions

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.

Attached please find your invoice referenced above. Please let me know if you require a hard copy to be sent via USPS, or if there is someone more suited to receive this email.

Thank you for your business - we appreciate it very much.

Thanks

RaeAnn J Jakubowski

Office Manager

Digital Surveillance Solutions, Inc.
Licensed by the N.Y.S. Department of State
http://www.dssvideo.com
http://www.dssvideo.com/shop

485 Cayuga Rd., Buffalo, NY 14225

O: 716-597-0369 | F: 716-597-0389
Toll-Free: 877-850-3295

Attachment: Surveillance Voucher (RES-2022-1147 : Payment Authorization)

DIGIT-1

OP ID

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/07/2022

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

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

PRODUCER Gugino Insurance Agency, Inc. 5707 Main Street Williamsville, NY 14221 Alayne M. Donner 716-633-1313	CONTACT NAME: Alayne M. Donner PHONE (A/C, No, Ext): 716-633-1313 FAX (A/C, No): 716-631-5770 E-MAIL ADDRESS: adonner@guginoagency.com
INSURED Digital Surveillance Solutions Inc. 485 Cayuga Road Buffalo, NY 14225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Merchants Mutual Ins. Co. — 23329 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR	X		PHPK2381344	03/01/2022	03/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAP9269147	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE			PHUB803802	03/01/2022	03/01/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10000							$
	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	$
A	Professional			PHSD1622602	06/01/2022	06/01/2023	Per Claim	2,000,000
							Aggregate	2,000,000

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

Certificate holder is named as ad additional insured on a Primary and Non-contributory basis under the General Liability.Umbrella follows form, General Liability CG000010413 and PI-GLD-SGNY.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alayne M. Donner

ACORD 25 (2016/03)

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Attachment: Surveillance Voucher (RES-2022-1147 : Payment Authorization)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26705 **RESOLUTION 2022-1148** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company CRS #3697

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the County of Erie - Plow Parts and Winter Highway Materials contract with Northern Supply Company, Inc for plow replacement parts.

The Erie County and Northern Supply Company is Bid Reference #222226-004, for plow replacement parts. Contract term is 09/01/22 through 08/31/2023.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #3697) and the approval of the Town Attorney.

11/22/2022
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

RESULT:	**ADOPTED [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 NORTHERN SUPPLY COMPANY, INC., 2959 ASHMAN ROAD, BLOOMFIELD 14469 and the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

COUNTY OF ERIE-PLOW PARTS AND WINTER HIGHWAY MATERIALS
BID REFERENCE # 222226-004
9/1/2022 through 8/31/2023
PLOW REPLACEMENT PARTS.

from Northern Supply Company, Inc. under Erie County Winter Highway Materials Specifications of BID REFERENCE #222226-004 for the period from 9/1/2022 TO 8/31/2023.

Agreed to and Accepted by:

NORTHERN SUPPLY COMPANY, INC.

By: _____
Signature

ROBERT CONDELLO
Print Name

VP
Title

Date: 10-24-22

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: NORTHERN SUPPLY (RES-2022-1148 : Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company CRS

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses sh be controlling. Should any other provision of the Agreement conflict with the clauses in th Addendum then the provisions of this Addendum are to be enforceable and any conflicti 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 b binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, it officers, agents, and employees, harmless from any and all liability, demands, claims, o expenses, awards or judgments imposed upon the Town, its officers, agents, and/o employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/o 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.

Attachment: NORTHERN SUPPLY (RES-2022-1148 : Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company CRS

5. Any accident shall be reported to the Office of the Town Attorney as soon as possib and not later than twenty-four (24) hours from the time of such accident. A detailed writt report must be submitted to the Town of Amherst as soon thereafter as possible as and l later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required b law to be inserted in this Agreement shall be deemed to have been inserted herein. If an such provision is not inserted through mistake or otherwise, then upon the application o 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: NORTHERN SUPPLY (RES-2022-1148 : Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company CRS

regulations or ordinances for any state other than New York State, to the laws, statutes, rul 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 Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Er county and/or the Town of Amherst shall apply as applicable. Any and all legal actic 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:

NORTHERN SUPPLY INC
Print Name of Company

By: _____
Signature

ROBERT CONDELLO
Printed name

Date: 10-24-22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: NORTHERN SUPPLY (RES-2022-1148 : Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company CRS

IRAN DIVESTMENT ACT CERTIFICATION

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

By submitting a response to this solicitation, or by assuming the responsibility und Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it wil 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 see to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must ce at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohil entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informa that a person is in violation of the above-referenced certification, the Town will offer the perso opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in investment which is in violation of the Act within 90 days after the determination of such violation, the Town shall take such action as appropriate including, but not limited to, imposing sanctions, see 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 e that appears on the prohibited entities list prior to the award of a Contract/Lease, and to purs responsibility review with respect to any entity that is awarded a Contract/Lease and appears on prohibited entities list after Contract/Lease award.

Company Name: NORTHERN SUPPLY INC

Signature: [signature]

Print Name: ROBERT CONDELLO

Title: VP

Date: 10-24-22

Sworn To Before Me This

26 Day of October, 2022

Paulina C. Tiballi

Notary Public

PAULINA C TIBALLI
NOTARY PUBLIC STATE OF NEW YORK
MONROE COUNTY
LIC. #01TI6410399
COMM. EXP. 10/26/2024

Revised 4.2017

Attachment: NORTHERN SUPPLY (RES-2022-1148 : Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company CRS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ 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 endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Aimee Nuara
Quinton Insurance	**PHONE (A/C, No, Ext):** (800) 454-1970 **FAX (A/C, No):** (585) 388-9531
2700 Elmwood Ave	**E-MAIL ADDRESS:** service@quintoninsurance.com
Rochester NY 14618	
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Northern Supply Inc & Northern Supply Properties	INSURER A : ERIE INSURANCE CO 26263
P.O. BOX 69	INSURER B : ERIE INS CO OF NY 16233
BLOOMFIELD NY 14469-0069	INSURER C : SHELTER POINT 81434
	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 PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM 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] Primary & Non-Contributory [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		Q97-1737815	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 [ ]	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			Q01-5230062	01/02/2022	01/02/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			Q25-5270003	01/02/2022	01/02/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q85-5200076	01/02/2022	01/02/2023	[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
C	Group Short Term Disability & Paid Family Leave			D422076	12/30/2021	12/30/2022	Statutory Limtis	

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

Town of Amherst is included as Additional Insured with respects to the General Liability

Workers Compensation includes owners

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gordon Quinton AS AGENT FOR I.C.O.R. INC.

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Attachment: NORTHERN SUPPLY (RES-2022-1148 : Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company 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
Northern Supply Inc & Northern Supply Properties P.O. BOX 69 BLOOMFIELD NY 14469-0069	(585) 657-6700 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 16-1202117
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 ERIE INSURANCE CO 3b. Policy Number of Entity Listed in Box "1a" Q85-5200076 3c. Policy effective period 01/02/2022 to 01/02/2023 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 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: D. Gordon Quinton
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: as agent for I.G.O.R. Inc. 05/05/2022
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 585-244-9004

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

Attachment: NORTHERN SUPPLY (RES-2022-1148 : Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company 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)
NORTHERN SUPPLY, INC.
ATTN: LISA AQUINO
P.O. BOX 69
BLOOMFIELD, NY 14469

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
585-657-6700

1c. Federal Employer Identification Number of Insured or Social Security Number
161202117

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"
DBL422076

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 5/5/2022 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: NORTHERN SUPPLY (RES-2022-1148 : Authorize Supervisor to Sign Contract to Piggyback - Northern Supply Company CRS

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26714 **RESOLUTION 2022-1149** **ADOPTED**

Approval of Agreement - State University of New York at Buffalo CRS #3709

The Highway Department requests authorization to allow the Supervisor to sign the agreement between the Town of Amherst Highway Department and the State University of New York at Buffalo.

This agreement is for the 2022 - 2023 winter season 09/01/2022 through 08/31/2023 for snow removal and ice control.

The State University of New York at Buffalo agrees to reimburse the Town of Amherst the sum of $57,734.48.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this agreement subject to the Contract Routing System (#3709) and the approval of the Town Attorney.

11/22/2022
Consent

FINANCIAL IMPACT:

D5142 : 02300 Revenue

$57, 734.48

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

TOWN OF AMHERST 2022-2023
SNOW REMOVAL AND ICE CONTROL AGREEMENT WITH STATE UNIVERSITY OF NEW YORK AT BUFFALO

In consideration of the mutual covenants, agreements, and considerations contained herein, the State University of New York at Buffalo and the Town of Amherst agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated into the terms of this Agreement.
2. **DEFINITIONS:** Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.
    a. **Snow Season** shall be defined as beginning September 1st and ending August 31st of the following calendar year.
    b. **Lane Mile** shall mean a portion of any State University of New York at Buffalo road that is one mile long and of sufficient width for safe passage of a vehicle. Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least two lanes wide for such purposes.
    c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
    d. **Push Back** After a storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.
    e. **Shelving/Benching** Additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting the guide rail.
    f. **Extra Work** For removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers, or heavy dump trucks are usually used for such purpose.
    g. **State University of New York at Buffalo Executive** shall mean the Senior Buyer/Contract specialist
3. **TERM:** The term of this Agreement shall be for a one year period beginning September 1st, 2022, and expiring August 31st, 2023, defined as one snow season. The Agreement shall be reviewed annually in accordance with paragraph 9 of this Agreement. This Agreement can be extended at the request of the State University of New York at Buffalo with the approval of the Town of Amherst. The Parties agree that they will commence discussion or negotiations pertaining to the extensions of renewal of this agreement, whether in whole or part, beginning in March 2022.
4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on State University of New York at Buffalo roads, together with all necessary labor, equipment, and materials. The Town of Amherst agrees to remove snow and

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

to control ice and snow on State University of Buffalo roads, hereinafter listed on **Exhibit A.** The Town of Amherst will be required to maintain sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roads. The Town of Amherst shall clear State University of New York at Buffalo roads of snow and ice as designated by that institution, to the extent the State University of New York at Buffalo may deem necessary to provide reasonable passage and movement of vehicles over such roads, all in accordance with terms, rules, and regulations as may be deemed by the State University of New York at Buffalo to be in the best interest of the public. At all times, the State University of New York at Buffalo reserves the right to call out the Town of Amherst to Remove and/or clear snow and ice, and the Town of Amherst hereby agrees to respond within a reasonable period of time. Both Parties shall designate a 24-hour contract person, whom the State University of New York at Buffalo or the Town of Amherst will contact in the event that either Party determines it is necessary to call out the other. The Town of Amherst will notify the State University of New York at Buffalo in writing when a higher level of snow removal is potentially required. The State University of New York at Buffalo will provide written response to the Town of Amherst within twenty-four (24) hours of such notification as to whether or not the State University of New York at Buffalo will do the work themselves or have the Town of Amherst perform the higher level of snow removal. If the State University of New York at Buffalo Executive requests the higher level work, then the Town of Amherst will be compensated by the State University of New York at Buffalo per the following rates. Labor shall be billed at the applicable Town of Amherst rate and equipment will be billed at the present FEMA rates for equipment. In the event the Town of Amherst does not perform as described in Section 2 of this Agreement, the State University of New York at Buffalo and the Town of Amherst will be required to meet as soon as possible, within ten (10) business days, to settle the dispute.

5. **LANE MILES:** The schedule for State University of New York at Buffalo roads that are subject to this Agreement is attached hereto and marked **Exhibit A: Lane Mile Confirmation.** Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least 2 lanes wide for such purpose. The number of Lane Miles for which compensation shall be paid hereunder is as set forth in **Exhibit A.**
6. **PAYMENT:** The State University of New York at Buffalo agrees to reimburse the Town of Amherst for services subject to the terms and conditions enumerated herein in the form of one payment as follows:

   September 1st, 2022, through August 31st, 2023 - $57,734.48

   Payments shall be made on an invoice submitted by the Town of Amherst to the State University of New York at Buffalo. The invoice shall be signed by the Supervisor of the Town of Amherst, and shall be submitted to the State University of New York at Buffalo by April 15, 2023 and due within thirty (30) days thereafter.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Town of Amherst agrees that it will, at its own expense, indemnify and hold harmless the State University of New York at Buffalo, its officers, employees, and agents, from and

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of performance or failure to perform hereunder by the Town of Amherst or third parties under the direction or control of the Town of Amherst; and to provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of this Agreement, and to bear all other costs and expenses related thereto. The State University of New York at Buffalo agrees that it shall provide timely notice to the Town of Amherst of any claim or action of proceeding that may be filed or commence against the State University of New York at Buffalo by reason of the performance of such work.

8. **INSURANCE:** As a part of its obligation to indemnify, defend, and hold harmless the State University of New York at Buffalo, its officers, agents and employees, as set forth above, the Town of Amherst agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the State University of New York at Buffalo as an additional insured, as described in **Exhibit B.** In lieu of the foregoing, the Town of Amherst may furnish satisfactory evidence of a self-insurance plan acceptable to the State University of New York at Buffalo.
9. **AMENDMENT/TERMINATION:** Any modifications made to the terms of this Agreement that are mutually agreed upon by both Parties, in writing, shall become effective immediately, or as otherwise agreed. Prior to the commencement of each Snow Season, the State University of New York at Buffalo will annually notify the Town of Amherst, in writing, of any proposed modifications to this Agreement by September 1st. It is understood and agreed by both Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Town of Amherst and made part hereof, except in the event the Town of Amherst does not concur with the modification, then the Supervisor of the Town of Amherst may submit a letter of dispute to the State University of New York at Buffalo within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence. The Town of Amherst and the State University of New York at Buffalo shall attempt to resolve the matter. If a resolution if unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1st of each year. In the event a request to terminate is made after October 1st, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by both Parties.
10. **EXECUTORY:** It is understood by the Parties that this agreement shall be executor only to the extent of the monies available to the State University of New York at Buffalo and appropriated therefore, and no liability shall be incurred by the State University of New York at Buffalo beyond the monies available and appropriated for these purposes.
11. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of both Parties hereto.
12. **ASSIGMENT:** This Agreement shall not be assigned without written permission from the State University of New York at Buffalo.

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

13. WAIVER: Failure of either Party to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon recurrence of violation of such rights or event of default.
14. GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
15. ENTIRE AGREEMENT: This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first written above.

State University of New York at Buffalo

By: _____

Craig R. Hooftallen, MBA
Senior Buyer/Contract Specialist

Town of Amherst

By: _____

Brian Kulpa
Town of Amherst Supervisor

FOR THE MUNICIPALITY:

State University of New York at Buffalo

On this 7 day of November 2022, before me, the undersigned, personally appeared Craig R. Hooftallen, to me 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 entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

_____
Notary Public

Jennifer R. Russo
Notary Public-State of New York
No. 01RU6352555
Qualified in Erie County
My Commission Expires December 27, 2024

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

2022-2023 STATE UNIVERSITY OF NEW YORK AT BUFFALO SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Amherst
5583 Main Street
Williamsville, New York 14221

LOCATION	LANES	MILEAGE	TOTAL MILES
A) Audubon from Ellicott Creek Bridge to Hamilton (s.bound)	2	0.5	1.0
B) Audubon from Hamilton Rd to Flint Entrance (s.bound)	3	1.1	3.3
C) Audubon from Flint Entrance to Hamilton Rd (n.bound)	3	1.1	3.3
D) Audubon from Hamilton Rd to Ellicott Creek Bridge (n.bound)	2	0.5	1.0
E) Ramp to South	2	0.2	0.4
F) Bridge from South	2	0.5	1.0
G) Ramp from North	1	0.3	0.3
H) Bridge from North	1	0.3	0.3
I) Flint Entrance - Maple to Audubon	4	0.3	1.2
J) Rensch Entrance - Sweet Home to Audubon	5	0.1	0.5
Total Lane Miles			12.3

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., April 7, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the 7th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 7th day of* ***April, 2022 A.D.****, a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the County has contracted with local towns in Erie County for many years to provide ice and snow control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements expire August 31, 2022; and

WHEREAS, the County of Erie negotiated and entered into three (3) year agreements with local municipalities for the control of snow and ice on County roads by towns and incorporated villages for snow seasons 2022-2025; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, ending August 31, 2025, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive to sign and execute the new Snow and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, to expire August 31, 2025, payable from the adopted Division of Highways, Operating Budget, Fund 210, Cost Center 1231010, G/L 520060 Town and Village Snow Contracts, as set forth below:

September 1, 2022 through August 31, 2023	$4,693.86 per lane mile
September 1, 2023 through August 31, 2024	$4,881.61 per lane mile
September 1, 2024 through August 31, 2025	$5,076.88 per lane mile

and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the Office of the County Executive, the Division of Budget and Management, the County Attorney, and the Office of the Comptroller.

REFERENCE: **COMM. 6E-13 (2022)**

ATTEST

ROBERT M. GRABER
Clerk of the Legislature of Erie County

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

NEW YORK STATE OF OPPORTUNITY. Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 25th day of August 2022.

Kim McCarroll

KIM MCCARROLL
SECRETARY

Status Confirmed By
Lauren Montgomery
8/25/2022

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville. New York 14221 on Monday , September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick. Councilman.
Also present: Dolores B. Shearer. Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

Town of Amherst, and/or its Special Improvement District as volunteers, and
WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,
NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and
BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and
BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.
Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.
A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and
WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and
WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and
WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured
NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and
BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.
Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.
Adjourn: 4:30 P.M.
Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

TOWN OF AMHERST 2022-2023
SNOW REMOVAL AND ICE CONTROL AGREEMENT WITH STATE UNIVERSITY OF NEW YORK AT BUFFALO

In consideration of the mutual covenants, agreements, and considerations contained herein, the State University of New York at Buffalo and the Town of Amherst agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated into the terms of this Agreement.
2. **DEFINITIONS:** Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.
    a. **Snow Season** shall be defined as beginning September 1st and ending August 31st of the following calendar year.
    b. **Lane Mile** shall mean a portion of any State University of New York at Buffalo road that is one mile long and of sufficient width for safe passage of a vehicle. Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least two lanes wide for such purposes.
    c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
    d. **Push Back** After a storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.
    e. **Shelving/Benching** Additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting the guide rail.
    f. **Extra Work** For removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers, or heavy dump trucks are usually used for such purpose.
    g. **State University of New York at Buffalo Executive** shall mean the Senior Buyer/Contract specialist
3. **TERM:** The term of this Agreement shall be for a one year period beginning September 1st, 2022, and expiring August 31st, 2023, defined as one snow season. The Agreement shall be reviewed annually in accordance with paragraph 9 of this Agreement. This Agreement can be extended at the request of the State University of New York at Buffalo with the approval of the Town of Amherst. The Parties agree that they will commence discussion or negotiations pertaining to the extensions of renewal of this agreement, whether in whole or part, beginning in March 2022.
4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on State University of New York at Buffalo roads, together with all necessary labor, equipment, and materials. The Town of Amherst agrees to remove snow and

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to control ice and snow on State University of Buffalo roads, hereinafter listed on **Exhibit A.** The Town of Amherst will be required to maintain sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roads. The Town of Amherst shall clear State University of New York at Buffalo roads of snow and ice as designated by that institution, to the extent the State University of New York at Buffalo may deem necessary to provide reasonable passage and movement of vehicles over such roads, all in accordance with terms, rules, and regulations as may be deemed by the State University of New York at Buffalo to be in the best interest of the public. At all times, the State University of New York at Buffalo reserves the right to call out the Town of Amherst to Remove and/or clear snow and ice, and the Town of Amherst hereby agrees to respond within a reasonable period of time. Both Parties shall designate a 24-hour contract person, whom the State University of New York at Buffalo or the Town of Amherst will contact in the event that either Party determines it is necessary to call out the other. The Town of Amherst will notify the State University of New York at Buffalo in writing when a higher level of snow removal is potentially required. The State University of New York at Buffalo will provide written response to the Town of Amherst within twenty-four (24) hours of such notification as to whether or not the State University of New York at Buffalo will do the work themselves or have the Town of Amherst perform the higher level of snow removal. If the State University of New York at Buffalo Executive requests the higher level work, then the Town of Amherst will be compensated by the State University of New York at Buffalo per the following rates. Labor shall be billed at the applicable Town of Amherst rate and equipment will be billed at the present FEMA rates for equipment. In the event the Town of Amherst does not perform as described in Section 2 of this Agreement, the State University of New York at Buffalo and the Town of Amherst will be required to meet as soon as possible, within ten (10) business days, to settle the dispute.

5. **LANE MILES:** The schedule for State University of New York at Buffalo roads that are subject to this Agreement is attached hereto and marked **Exhibit A: Lane Mile Confirmation.** Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least 2 lanes wide for such purpose. The number of Lane Miles for which compensation shall be paid hereunder is as set forth in **Exhibit A.**
6. **PAYMENT:** The State University of New York at Buffalo agrees to reimburse the Town of Amherst for services subject to the terms and conditions enumerated herein in the form of one payment as follows:

   September 1st, 2022, through August 31st, 2023 - $57,734.48

   Payments shall be made on an invoice submitted by the Town of Amherst to the State University of New York at Buffalo. The invoice shall be signed by the Supervisor of the Town of Amherst, and shall be submitted to the State University of New York at Buffalo by April 15, 2023 and due within thirty (30) days thereafter.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Town of Amherst agrees that it will, at its own expense, indemnify and hold harmless the State University of New York at Buffalo, its officers, employees, and agents, from and

Attachment: DOC111622-111622022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of performance or failure to perform hereunder by the Town of Amherst or third parties under the direction or control of the Town of Amherst; and to provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of this Agreement, and to bear all other costs and expenses related thereto. The State University of New York at Buffalo agrees that it shall provide timely notice to the Town of Amherst of any claim or action of proceeding that may be filed or commence against the State University of New York at Buffalo by reason of the performance of such work.

8. **INSURANCE:** As a part of its obligation to indemnify, defend, and hold harmless the State University of New York at Buffalo, its officers, agents and employees, as set forth above, the Town of Amherst agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the State University of New York at Buffalo as an additional insured, as described in **Exhibit B.** In lieu of the foregoing, the Town of Amherst may furnish satisfactory evidence of a self-insurance plan acceptable to the State University of New York at Buffalo.
9. **AMENDMENT/TERMINATION:** Any modifications made to the terms of this Agreement that are mutually agreed upon by both Parties, in writing, shall become effective immediately, or as otherwise agreed. Prior to the commencement of each Snow Season, the State University of New York at Buffalo will annually notify the Town of Amherst, in writing, of any proposed modifications to this Agreement by September 1st. It is understood and agreed by both Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Town of Amherst and made part hereof, except in the event the Town of Amherst does not concur with the modification, then the Supervisor of the Town of Amherst may submit a letter of dispute to the State University of New York at Buffalo within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence. The Town of Amherst and the State University of New York at Buffalo shall attempt to resolve the matter. If a resolution if unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1st of each year. In the event a request to terminate is made after October 1st, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by both Parties.
10. **EXECUTORY:** It is understood by the Parties that this agreement shall be executor only to the extent of the monies available to the State University of New York at Buffalo and appropriated therefore, and no liability shall be incurred by the State University of New York at Buffalo beyond the monies available and appropriated for these purposes.
11. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of both Parties hereto.
12. **ASSIGMENT:** This Agreement shall not be assigned without written permission from the State University of New York at Buffalo.

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

13. WAIVER: Failure of either Party to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon recurrence of violation of such rights or event of default.
14. GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
15. ENTIRE AGREEMENT: This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first written above.

State University of New York at Buffalo

By: _____

Craig R. Hooftallen, MBA
Senior Buyer/Contract Specialist

Town of Amherst

By: _____

Brian Kulpa
Town of Amherst Supervisor

FOR THE MUNICIPALITY:

State University of New York at Buffalo

On this 7 day of November 2022, before me, the undersigned, personally appeared Craig R. Hooftallen, to me 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 entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

_____
Notary Public

Jennifer R. Russo
Notary Public-State of New York
No. 01RU6352555
Qualified in Erie County
My Commission Expires December 27, 2024

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

2022-2023 STATE UNIVERSITY OF NEW YORK AT BUFFALO SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Amherst
5583 Main Street
Williamsville, New York 14221

LOCATION	LANES	MILEAGE	TOTAL MILES
A) Audubon from Ellicott Creek Bridge to Hamilton (s.bound)	2	0.5	1.0
B) Audubon from Hamilton Rd to Flint Entrance (s.bound)	3	1.1	3.3
C) Audubon from Flint Entrance to Hamilton Rd (n.bound)	3	1.1	3.3
D) Audubon from Hamilton Rd to Ellicott Creek Bridge (n.bound)	2	0.5	1.0
E) Ramp to South	2	0.2	0.4
F) Bridge from South	2	0.5	1.0
G) Ramp from North	1	0.3	0.3
H) Bridge from North	1	0.3	0.3
I) Flint Entrance - Maple to Audubon	4	0.3	1.2
J) Rensch Entrance - Sweet Home to Audubon	5	0.1	0.5
Total Lane Miles			12.3

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., April 7, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the 7th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 7th day of* ***April, 2022 A.D.****, a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the County has contracted with local towns in Erie County for many years to provide ice and snow control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements expire August 31, 2022; and

WHEREAS, the County of Erie negotiated and entered into three (3) year agreements with local municipalities for the control of snow and ice on County roads by towns and incorporated villages for snow seasons 2022-2025; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, ending August 31, 2025, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive to sign and execute the new Snow and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, to expire August 31, 2025, payable from the adopted Division of Highways, Operating Budget, Fund 210, Cost Center 1231010, G/L 520060 Town and Village Snow Contracts, as set forth below:

September 1, 2022 through August 31, 2023	$4,693.86 per lane mile
September 1, 2023 through August 31, 2024	$4,881.61 per lane mile
September 1, 2024 through August 31, 2025	$5,076.88 per lane mile

and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the Office of the County Executive, the Division of Budget and Management, the County Attorney, and the Office of the Comptroller.

REFERENCE: **COMM. 6E-13 (2022)**

ATTEST

ROBERT M. GRABER
Clerk of the Legislature of Erie County

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

NEW YORK STATE OF OPPORTUNITY. Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 25th day of August 2022.

Kim McCarroll

KIM MCCARROLL
SECRETARY

Status Confirmed By
Lauren Montgomery
8/25/2022

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville. New York 14221 on Monday , September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick. Councilman.
Also present: Dolores B. Shearer. Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

Town of Amherst, and/or its Special Improvement District as volunteers, and
WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,
NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and
BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and
BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.
Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.
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WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and
WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and
WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured
NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and
BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.
Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.
Adjourn: 4:30 P.M.
Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

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TOWN OF AMHERST 2022-2023
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    b. **Lane Mile** shall mean a portion of any State University of New York at Buffalo road that is one mile long and of sufficient width for safe passage of a vehicle. Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least two lanes wide for such purposes.
    c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
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   September 1st, 2022, through August 31st, 2023 - $57,734.48

   Payments shall be made on an invoice submitted by the Town of Amherst to the State University of New York at Buffalo. The invoice shall be signed by the Supervisor of the Town of Amherst, and shall be submitted to the State University of New York at Buffalo by April 15, 2023 and due within thirty (30) days thereafter.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Town of Amherst agrees that it will, at its own expense, indemnify and hold harmless the State University of New York at Buffalo, its officers, employees, and agents, from and

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of performance or failure to perform hereunder by the Town of Amherst or third parties under the direction or control of the Town of Amherst; and to provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of this Agreement, and to bear all other costs and expenses related thereto. The State University of New York at Buffalo agrees that it shall provide timely notice to the Town of Amherst of any claim or action of proceeding that may be filed or commence against the State University of New York at Buffalo by reason of the performance of such work.

8. **INSURANCE:** As a part of its obligation to indemnify, defend, and hold harmless the State University of New York at Buffalo, its officers, agents and employees, as set forth above, the Town of Amherst agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the State University of New York at Buffalo as an additional insured, as described in **Exhibit B.** In lieu of the foregoing, the Town of Amherst may furnish satisfactory evidence of a self-insurance plan acceptable to the State University of New York at Buffalo.
9. **AMENDMENT/TERMINATION:** Any modifications made to the terms of this Agreement that are mutually agreed upon by both Parties, in writing, shall become effective immediately, or as otherwise agreed. Prior to the commencement of each Snow Season, the State University of New York at Buffalo will annually notify the Town of Amherst, in writing, of any proposed modifications to this Agreement by September 1st. It is understood and agreed by both Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Town of Amherst and made part hereof, except in the event the Town of Amherst does not concur with the modification, then the Supervisor of the Town of Amherst may submit a letter of dispute to the State University of New York at Buffalo within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence. The Town of Amherst and the State University of New York at Buffalo shall attempt to resolve the matter. If a resolution if unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1st of each year. In the event a request to terminate is made after October 1st, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by both Parties.
10. **EXECUTORY:** It is understood by the Parties that this agreement shall be executor only to the extent of the monies available to the State University of New York at Buffalo and appropriated therefore, and no liability shall be incurred by the State University of New York at Buffalo beyond the monies available and appropriated for these purposes.
11. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of both Parties hereto.
12. **ASSIGMENT:** This Agreement shall not be assigned without written permission from the State University of New York at Buffalo.

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

13. WAIVER: Failure of either Party to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon recurrence of violation of such rights or event of default.
14. GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
15. ENTIRE AGREEMENT: This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first written above.

State University of New York at Buffalo

By: _____

Craig R. Hooftallen, MBA
Senior Buyer/Contract Specialist

Town of Amherst

By: _____

Brian Kulpa
Town of Amherst Supervisor

FOR THE MUNICIPALITY:

State University of New York at Buffalo

On this 7 day of November 2022, before me, the undersigned, personally appeared Craig R. Hooftallen, to me 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 entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

_____
Notary Public

Jennifer R. Russo
Notary Public-State of New York
No. 01RU6352555
Qualified in Erie County
My Commission Expires December 27, 2024

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

2022-2023 STATE UNIVERSITY OF NEW YORK AT BUFFALO SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Amherst
5583 Main Street
Williamsville, New York 14221

LOCATION	LANES	MILEAGE	TOTAL MILES
A) Audubon from Ellicott Creek Bridge to Hamilton (s.bound)	2	0.5	1.0
B) Audubon from Hamilton Rd to Flint Entrance (s.bound)	3	1.1	3.3
C) Audubon from Flint Entrance to Hamilton Rd (n.bound)	3	1.1	3.3
D) Audubon from Hamilton Rd to Ellicott Creek Bridge (n.bound)	2	0.5	1.0
E) Ramp to South	2	0.2	0.4
F) Bridge from South	2	0.5	1.0
G) Ramp from North	1	0.3	0.3
H) Bridge from North	1	0.3	0.3
I) Flint Entrance - Maple to Audubon	4	0.3	1.2
J) Rensch Entrance - Sweet Home to Audubon	5	0.1	0.5
Total Lane Miles			12.3

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., April 7, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the 7th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 7th day of April, 2022 A.D., a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the County has contracted with local towns in Erie County for many years to provide ice and snow control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements expire August 31, 2022; and

WHEREAS, the County of Erie negotiated and entered into three (3) year agreements with local municipalities for the control of snow and ice on County roads by towns and incorporated villages for snow seasons 2022-2025; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, ending August 31, 2025, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive to sign and execute the new Snow and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, to expire August 31, 2025, payable from the adopted Division of Highways, Operating Budget, Fund 210, Cost Center 1231010, G/L 520060 Town and Village Snow Contracts, as set forth below:

September 1, 2022 through August 31, 2023	$4,693.86 per lane mile
September 1, 2023 through August 31, 2024	$4,881.61 per lane mile
September 1, 2024 through August 31, 2025	$5,076.88 per lane mile

and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the Office of the County Executive, the Division of Budget and Management, the County Attorney, and the Office of the Comptroller.

REFERENCE: **COMM. 6E-13 (2022)**

ATTEST

ROBERT M. GRABER
Clerk of the Legislature of Erie County

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

NEW YORK STATE OF OPPORTUNITY. Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 25th day of August 2022.

Kim McCarroll

KIM MCCARROLL
SECRETARY

Status Confirmed By
Lauren Montgomery
8/25/2022

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville. New York 14221 on Monday , September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick. Councilman.
Also present: Dolores B. Shearer. Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

Town of Amherst, and/or its Special Improvement District as volunteers, and
WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,
NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and
BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and
BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.
Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.
A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and
WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and
WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and
WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured
NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and
BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.
Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.
Adjourn: 4:30 P.M.
Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

Attachment: DOC111622-111620221236l6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

TOWN OF AMHERST 2022-2023
SNOW REMOVAL AND ICE CONTROL AGREEMENT WITH
STATE UNIVERSITY OF NEW YORK AT BUFFALO

In consideration of the mutual covenants, agreements, and considerations contained herein, the State University of New York at Buffalo and the Town of Amherst agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated into the terms of this Agreement.
2. **DEFINITIONS:** Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.
    a. **Snow Season** shall be defined as beginning September 1st and ending August 31st of the following calendar year.
    b. **Lane Mile** shall mean a portion of any State University of New York at Buffalo road that is one mile long and of sufficient width for safe passage of a vehicle. Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least two lanes wide for such purposes.
    c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
    d. **Push Back** After a storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.
    e. **Shelving/Benching** Additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting the guide rail.
    f. **Extra Work** For removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers, or heavy dump trucks are usually used for such purpose.
    g. **State University of New York at Buffalo Executive** shall mean the Senior Buyer/Contract specialist
3. **TERM:** The term of this Agreement shall be for a one year period beginning September 1st, 2022, and expiring August 31st, 2023, defined as one snow season. The Agreement shall be reviewed annually in accordance with paragraph 9 of this Agreement. This Agreement can be extended at the request of the State University of New York at Buffalo with the approval of the Town of Amherst. The Parties agree that they will commence discussion or negotiations pertaining to the extensions of renewal of this agreement, whether in whole or part, beginning in March 2022.
4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on State University of New York at Buffalo roads, together with all necessary labor, equipment, and materials. The Town of Amherst agrees to remove snow and

to control ice and snow on State University of Buffalo roads, hereinafter listed on **Exhibit A.** The Town of Amherst will be required to maintain sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roads. The Town of Amherst shall clear State University of New York at Buffalo roads of snow and ice as designated by that institution, to the extent the State University of New York at Buffalo may deem necessary to provide reasonable passage and movement of vehicles over such roads, all in accordance with terms, rules, and regulations as may be deemed by the State University of New York at Buffalo to be in the best interest of the public. At all times, the State University of New York at Buffalo reserves the right to call out the Town of Amherst to Remove and/or clear snow and ice, and the Town of Amherst hereby agrees to respond within a reasonable period of time. Both Parties shall designate a 24-hour contract person, whom the State University of New York at Buffalo or the Town of Amherst will contact in the event that either Party determines it is necessary to call out the other. The Town of Amherst will notify the State University of New York at Buffalo in writing when a higher level of snow removal is potentially required. The State University of New York at Buffalo will provide written response to the Town of Amherst within twenty-four (24) hours of such notification as to whether or not the State University of New York at Buffalo will do the work themselves or have the Town of Amherst perform the higher level of snow removal. If the State University of New York at Buffalo Executive requests the higher level work, then the Town of Amherst will be compensated by the State University of New York at Buffalo per the following rates. Labor shall be billed at the applicable Town of Amherst rate and equipment will be billed at the present FEMA rates for equipment. In the event the Town of Amherst does not perform as described in Section 2 of this Agreement, the State University of New York at Buffalo and the Town of Amherst will be required to meet as soon as possible, within ten (10) business days, to settle the dispute.

5. **LANE MILES:** The schedule for State University of New York at Buffalo roads that are subject to this Agreement is attached hereto and marked **Exhibit A: Lane Mile Confirmation.** Shoulders, median strips, and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All State University of New York at Buffalo roads shall be considered to be at least 2 lanes wide for such purpose. The number of Lane Miles for which compensation shall be paid hereunder is as set forth in **Exhibit A.**
6. **PAYMENT:** The State University of New York at Buffalo agrees to reimburse the Town of Amherst for services subject to the terms and conditions enumerated herein in the form of one payment as follows:

   September 1st, 2022, through August 31st, 2023 - $57,734.48

   Payments shall be made on an invoice submitted by the Town of Amherst to the State University of New York at Buffalo. The invoice shall be signed by the Supervisor of the Town of Amherst, and shall be submitted to the State University of New York at Buffalo by April 15, 2023 and due within thirty (30) days thereafter.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Town of Amherst agrees that it will, at its own expense, indemnify and hold harmless the State University of New York at Buffalo, its officers, employees, and agents, from and

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of performance or failure to perform hereunder by the Town of Amherst or third parties under the direction or control of the Town of Amherst; and to provide defense for and defend, at its sole expense, any and all claims, demands, or causes of action directly or indirectly arising out of this Agreement, and to bear all other costs and expenses related thereto. The State University of New York at Buffalo agrees that it shall provide timely notice to the Town of Amherst of any claim or action of proceeding that may be filed or commence against the State University of New York at Buffalo by reason of the performance of such work.

8. **INSURANCE:** As a part of its obligation to indemnify, defend, and hold harmless the State University of New York at Buffalo, its officers, agents and employees, as set forth above, the Town of Amherst agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the State University of New York at Buffalo as an additional insured, as described in **Exhibit B.** In lieu of the foregoing, the Town of Amherst may furnish satisfactory evidence of a self-insurance plan acceptable to the State University of New York at Buffalo.
9. **AMENDMENT/TERMINATION:** Any modifications made to the terms of this Agreement that are mutually agreed upon by both Parties, in writing, shall become effective immediately, or as otherwise agreed. Prior to the commencement of each Snow Season, the State University of New York at Buffalo will annually notify the Town of Amherst, in writing, of any proposed modifications to this Agreement by September 1st. It is understood and agreed by both Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Town of Amherst and made part hereof, except in the event the Town of Amherst does not concur with the modification, then the Supervisor of the Town of Amherst may submit a letter of dispute to the State University of New York at Buffalo within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence. The Town of Amherst and the State University of New York at Buffalo shall attempt to resolve the matter. If a resolution if unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1st of each year. In the event a request to terminate is made after October 1st, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by both Parties.
10. **EXECUTORY:** It is understood by the Parties that this agreement shall be executor only to the extent of the monies available to the State University of New York at Buffalo and appropriated therefore, and no liability shall be incurred by the State University of New York at Buffalo beyond the monies available and appropriated for these purposes.
11. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of both Parties hereto.
12. **ASSIGMENT:** This Agreement shall not be assigned without written permission from the State University of New York at Buffalo.

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

13. WAIVER: Failure of either Party to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon recurrence of violation of such rights or event of default.
14. GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
15. ENTIRE AGREEMENT: This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first written above.

State University of New York at Buffalo

By: _____

Craig R. Hooftallen, MBA
Senior Buyer/Contract Specialist

Town of Amherst

By: _____

Brian Kulpa
Town of Amherst Supervisor

FOR THE MUNICIPALITY:

State University of New York at Buffalo

On this 7 day of November 2022, before me, the undersigned, personally appeared Craig R. Hooftallen, to me 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 entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

_____
Notary Public

Jennifer R. Russo
Notary Public-State of New York
No. 01RU6352555
Qualified in Erie County
My Commission Expires December 27, 2024

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

2022-2023 STATE UNIVERSITY OF NEW YORK AT BUFFALO SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Amherst
5583 Main Street
Williamsville, New York 14221

LOCATION	LANES	MILEAGE	TOTAL MILES
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B) Audubon from Hamilton Rd to Flint Entrance (s.bound)	3	1.1	3.3
C) Audubon from Flint Entrance to Hamilton Rd (n.bound)	3	1.1	3.3
D) Audubon from Hamilton Rd to Ellicott Creek Bridge (n.bound)	2	0.5	1.0
E) Ramp to South	2	0.2	0.4
F) Bridge from South	2	0.5	1.0
G) Ramp from North	1	0.3	0.3
H) Bridge from North	1	0.3	0.3
I) Flint Entrance - Maple to Audubon	4	0.3	1.2
J) Rensch Entrance - Sweet Home to Audubon	5	0.1	0.5
Total Lane Miles			12.3

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., April 7, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the 7th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 7th day of April, 2022 A.D., a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the County has contracted with local towns in Erie County for many years to provide ice and snow control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements expire August 31, 2022; and

WHEREAS, the County of Erie negotiated and entered into three (3) year agreements with local municipalities for the control of snow and ice on County roads by towns and incorporated villages for snow seasons 2022-2025; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, ending August 31, 2025, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive to sign and execute the new Snow and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, to expire August 31, 2025, payable from the adopted Division of Highways, Operating Budget, Fund 210, Cost Center 1231010, G/L 520060 Town and Village Snow Contracts, as set forth below:

September 1, 2022 through August 31, 2023	$4,693.86 per lane mile
September 1, 2023 through August 31, 2024	$4,881.61 per lane mile
September 1, 2024 through August 31, 2025	$5,076.88 per lane mile

and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the Office of the County Executive, the Division of Budget and Management, the County Attorney, and the Office of the Comptroller.

REFERENCE: **COMM. 6E-13 (2022)**

ATTEST

ROBERT M. GRABER
Clerk of the Legislature of Erie County

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

NEW YORK STATE OF OPPORTUNITY. Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of

WCB #: W802169

Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 25th day of August 2022.

Kim McCarroll

KIM MCCARROLL
SECRETARY

Status Confirmed By
Lauren Montgomery
8/25/2022

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville. New York 14221 on Monday , September 29, 1986 at 3:30 P.M.,
Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick. Councilman.
Also present: Dolores B. Shearer. Deputy Town Clerk; James M. Nesper, Town Attorney
A motion was made by Councilman Southwick, seconded by Supervisor Sharpe to approve the following resolution:
WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from $1.2 million to $1.8 million and,
WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and
WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,
WHEREAS, the limits on coverage have been reduced and,
WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,
NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,
BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,
BE IT FURTHER RESOLVED that the workers' compensation policies be transfered to the State Insurance Fund as soon as is feasible and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and
BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and
BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,
BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,
BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.
Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.
Approved.
A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following reso lution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and
WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and
WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Attachment: DOC111622-11162022123616 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

Town of Amherst, and/or its Special Improvement District as volunteers, and
WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers,
NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and
BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and
BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.
Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0. Approved.
A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:
WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage, and
WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and
WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and
WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured
NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations Partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts. and
BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.
Roll call: Southwick, aye; Sharpe. aye, Moses, aye; Barton, aye; Collier. aye, Millane, aye; Kindel, aye. Ayes, 7; Noes, 0. Approved.
Adjourn: 4:30 P.M.
Dolores B. Schearer
Deputy Town Clerk
Town of Amherst,
Erie County New York

Attachment: DOC111622-1116202212361 6 (RES-2022-1149 : Approval of Agreement - State University of New York at Buffalo CRS#3709)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26741 **RESOLUTION 2022-1150** **ADOPTED**

Clerk - PT/Senior Services

Please appoint a Clerk - PT to Senior Services, Effective November 23, 2022, Temporary, $13.20 ph, Step 1 for Phyllis Stokke.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

11/22/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26716 **RESOLUTION 2022-1151** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective November 23, 2022, Temporary, $15.80 ph, Step 2 for Sam Erwin.

11/22/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26743 **RESOLUTION 2022-1152** **ADOPTED**

Project Coordinator - Elderly Services/Senior Services

Please appoint a Project Coordinator-Elderly Services/Senior Services, Effective November 23, 2022 at an annual salary of $56,581, Grade 12, Step E. This is a Temporary Assignment for one year for Heidi Nicklaus Lefebvre.

Contingent upon completing all pre-employment requirements.

11/22/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26745 **RESOLUTION 2022-1153** **ADOPTED AS AMENDED**

Scheduling a Public Hearing Regarding Designation of 4255 Harlem Road (Harlem Road Community Center) as a Local Historic Landmark

WHEREAS, The Town of Amherst has many significant historic, architectural and cultural landmarks within its borders; and

WHEREAS, On October 11, 2022 the Town of Amherst Historic Preservation Commission Chair submitted a landmark designation application for the Harlem Road Community Center located on the 4255 Harlem Road; and

WHEREAS, The Amherst Historic Preservation Commission held a public hearing on November 10, 2022 on the designation of the Harlem Road Community Center at 4255 Harlem Road as a Town historic landmark; and

WHEREAS, Finding that it is a significant example of the Tutor Revival style of architecture and was designed by Martin C. Miller as the Harlem Road School and the HPC voted at its November 10, 2022 meeting to recommend historic designation of the Harlem Road Community Center to the Town Board; and now therefore be it

RESOLVED, The Amherst Town Board schedules a public hearing ~~in the month of January 2023~~ on January 17, 2023 to allow for sufficient 15-day advertising period regarding designation of the Harlem Road Community Center located at 4255 Harlem Road as a Town historic landmark.

11/22/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Bucki. 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:

This action will have no impact on the Town operating budget or on the tax rate.

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

Amherst

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

Brian J. Kulp
Supervisor

Daniel C. Howard, P
Planning Direc

Daniel Ulatowski,
Assistant Planning D or

MEMORANDUM November 15, 2022

Town Board Agenda November 22, 2022

TO: Town Board

FROM: Daniel Howard, AICP, Planning Director DSH

SUBJECT: Draft Resolution –
Set Public Hearing Date for Local Historic Landmark Designation
4255 Harlem Road (Harlem Road Community Center)

Attached is a draft resolution for the Town Board to schedule a public hearing regarding local historic landmark designation of the Harlem Road Community Center at 4255 Harlem Road.

Feel free to contact me if you have any questions.

cc: Town Clerk
Town Attorney
Building Commissioner
Youth & Recreation
Town Engineer
Town Assessor
Building Facilities

Attachment: 4255 Harlem Rd (RES-2022-1153 : 4255 Harlem Road)

TOWN OF AMHERST
HISTORIC PRESERVATION COMMISSION

RESOLUTION NO. ___ OF 2022

Re: Recommendation for local landmark designation of 4255 Harlem Road

WHEREAS, the Town of Amherst has many significant historic, architectural and cultural landmarks within its borders; and

WHEREAS, 4255 Harlem Road meets Local Landmark Criterion A(I): Is associated with the lives of individuals or of people or of events significant in the national, state or local history (ii): embodies the distinctive characteristics of the Tutor Revival (Flemish Revival) style and Local Landmark Criterion A(iii): Represents the work of a master architect or designer or possesses high artistic values.; and

WHEREAS, Built ca. 1924, this property is also associated with the history of suburban development in the Town of Amherst; and

WHEREAS, The property is also identified in the 2011 Reconnaissance Survey, the 1998 Intensive Level Survey, and the September 2017 Intensive Level Survey as a significant Amherst property; and

WHEREAS, The property is listed as State and National Register eligible by the Commissioner of the State Historic Preservation Office; and

WHEREAS, It retains a moderate level of integrity of design, materials, craftsmanship and settings; and

WHEREAS, The proposed nomination is further described in the attached documents now therefore be it

RESOLVED, Pursuant Amherst Code Section 121-6 of the duties of designation by the Historic Preservation Commission, the Commission would like to recommend for designation the property at 4255 Harlem Road, in Amherst New York as a local landmark under Local Landmark Criterion A(i) and A(ii).

The foregoing resolution was adopted by the Town of Amherst Historic Preservation Commission, November 10, 2022; moved by – Waterman-Kulpa; seconded by - Swartz; ayes 5, noes 0, Absent (Redding) (Hirschey)

Susan Palmer 11/10/2022

Susan Palmer, Chair Date

X:\Special_Projects\Historic Preservation\PROPERTY FILES\Harlem Road Community Center\Landmark Designation\Redrafted DesignationResolution_11.14.22.docx

Attachment: 4255 Harlem Rd (RES-2022-1153 : 4255 Harlem Road)

Amherst Historic Preservation Commission
Application for Landmark Designation

Pursuant to Chapter 121 of the Town of Amherst Code

Date Received: October 11, 2022

APPLICANT
Name: **Susan Palmer, Member, Town of Amherst Historic Preservation Commission**
Company Name (if applicable):
Email Address: sreilley1@gmail.com
Street Address, 34 Fisher Pond Court, Williamsville New York, 14221

Property Owner (if different from applicant):
Name: **Town of Amherst**
Company Name:
Telephone Number:
Email Address:
Street Address: 5583 Main Street, Williamsville New York 14221

A. PROPERTY IDENTIFICATION:

1. Address: **4255 Harlem Road, Amherst, New York 14226**
2. SBL#: **80.05-7-29**
3. Property/Building common or current name: **Harlem Road Community Center**
4. Property/Building's historic name, if known: **Harlem Road School, Harlem Road Elementary School, Harlem Road School 18, Snyder School**
5. Present owner or address: **Town of Amherst**
6. List names of all owners of record and their addresses. (Use a separate document if necessary) **Amherst Central School District**
7. Name of original architect(s): **Martin C. Miller**

B. DESCRIPTION OF CRITERIA FOR DESIGNATION FOR HISTORIC LANDMARK, SITE or DISTRICT

Applicants must clearly and thoroughly identify the criteria which is the basis for designation of a historic landmark, site or district. Applications will not be considered by the Commission unless completed with all information deemed necessary by the Commission. Applicants must:

- Indicate the criteria which is the basis of this application with a check box below

Attachment: 4255 Harlem Rd (RES-2022-1153 : 4255 Harlem Road)

_____5. By reason of possessing such qualities, they constitute a distinct section of the Town of Amherst.

C. PROPERTY DESCRIPTION

1. Building material(s):	_X__ clapboard	_X__ cast stone	_X__stucco
	__X_ shingles	__X_ cobblestone	___ board and batten
	X__ brick	___ logs	___ other:_____

2. Structural system: (if known)	___ wood frame: heavy timber		___ plank	
	___ wood frame: light members		__X_ metal (explain):____(specifics unknown)_____	
	___ masonry load-bearing walls		_____ ___	
	___ log		___ other:_____	
3. Condition/ Integrity:	___ excellent	___ deteriorated	Check one:	Check one:
	_X__ good	___ ruins	___ unaltered	_X__ original site
	____ fair	___ unexposed	X altered	___ moved date:_____ __

List major alterations and dates (if known): Additions- 1948 (East side) 1962 (North side) Roof (partial) 2019

Source of this information: Town of Amherst Planning Department

Attachment: 4255 Harlem Rd (RES-2022-1153 : 4255 Harlem Road)

LD

indicative of the Tutor Revival (Flemish Revival) Style. The building also preserves its original slate tile roof. Classroom additions were built in 1948 and 1962 which carry the same cast stone belt course and rain table facade elements of the original building, while the overall scale differentiates the era when it was constructed. The windows are not original to the building. The front door and entrance window may be original to the building together with the long front sidewalk and wide stone stairs. The oak door was of particular importance to the school as it is mentioned in a song written to pay homage to the school. "Many who have come before us through the old oak doors."

Criteria Narratives and Supporting Documents are attached.

Signature of Applicant **Date**

Susan Palmer
Amherst Historic Preservation Commission

Two (2) copies of this form and all supporting documents must arrive by 4:00 pm (end of day) two weeks prior to the monthly Historic Preservation Commission meeting. Upon submission of the complete application, one complete PDF shall be emailed to the Town of Amherst. Email address shall be provided at the time of submission.

DO NOT WRITE BELOW THIS LINE

The Town of Amherst Historic Preservation Commission action taken:

Motion

Attachment: 4255 Harlem Rd (RES-2022-1153 : 4255 Harlem Road)

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CRITERIA NARRATIVES AND SUPPORTING DOCUMENTS

Explanation of Landmark Criteria #1- Is associated with the lives of individuals, or of people, or of events significant in the national, state or local history.

The Harlem Road Community Center, formerly known as the Harlem Road School, Harlem Road Elementary School, and Snyder School was constructed in 1924. This school was built to accommodate the rapidly growing community and increasing number of students as more people moved from the City of Buffalo to the suburb of Amherst. School District No. 18 believed the school and property then located on Main Street was too small. Land on Harlem Road was purchased from the Berhardt estate and in October 1923, the appropriation for the $100,000 school was approved. The architect for the newly constructed Williamsville High School, Martin C. Miller was chosen for the project. District members were convinced there was a need for improved facilities for this rapidly growing community. This school was intended to give Snyder a modern, well equipped facility for this expanding district, including provision for enlargement.[1] The school housed all mandated grade levels. Secondary students would be required to attend other area high schools until Amherst High School was later built.

Suburbanization is an important part of the history of the Town of Amherst. Main Street, formerly known as Buffalo Road, was a main corridor of transportation and subsequent community development. Wealthy business leaders moved to what later became Eggertsville and Snyder as real estate developments were built on the streets running off of Main Street. This new population created a need for more schools. This building was built to replace an earlier school which had been built in the 1880's and was located on Main Street.

After serving the community for sixty years, the Harlem Road School was closed in the 1980's. The school was sold by the Amherst School District to the Town of Amherst in 1987 to be transformed into a community center and park. Source: Snyder New York:A brief History, by Julianna Fiddler-Woite

Explanation of Landmark Criteria #2- Embodies the distinctive characteristics of a type. a period, or a method of construction.

The use of Tudor Revival design for the school corresponds to the larger stylistic trends occurring throughout Amherst during this era in the design of other schools and residences.

The school was built in 1924 in the Tudor Revival Style popularized in the early 20th century. The all brick facade maintains all of the original decorative cast stone features which include fenestration surrounds, door surrounds, belt-course, rain table, decorative gable inserts as well as the stone parapet coping indicative of the Tudor Revival (Flemish Revival) Style. The building also preserves its original

[1] Source:The Amherst Bee; May 3, 1923, August 23, 1923,October 4, 1923,Dec 20, 1923, March 20.1924

Attachment: 4255 Harlem Rd (RES-2022-1153 : 4255 Harlem Road)

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Sources:

Fiddler- Woite, Julianna. 2009. *Snyder New York: A Brief History*. Charlston, South Carolina: The History Press.

The Amherst Bee. 1923. "Annual Meetings District Schools." *The Amherst Bee* (Williamsville), May 3, 1923.

The Amherst Bee. 1923. "Amherst District Schools." *The Amherst Bee* (Williamsville), August 23, 1923.

The Amherst Bee. 1923. "Snyder Votes Funds for New School." *The Amherst Bee* (Williamsville), October 24, 1923.

The Amherst Bee. 1923. "Local Bank Buys Bonds." *The Amherst Bee* (Williamsville), December 20, 1923.

The Amherst Bee. 1924. "More Money for Snyder School" *The Amherst Bee* (Williamsville), March 20, 1924.

New York State Office of Parks, Recreation and Historic Preservation and Jennifer Walkowski. 2020. "SR/NR Eligibility Determination," Eligibility Determination for 4255 Harlem Road, Amherst , New York.

Attachment: 4255 Harlem Rd (RES-2022-1153 : 4255 Harlem Road)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26736 **RESOLUTION 2022-1154** **ADOPTED**

Contract Extension: Metals Recycling Contract Bailey Avenue Training Facility Range Action Target, Inc. (CRS #3708)

TOWN BOARD AGENDA ITEM: NOVEMBER 22, 2022

TO: **Town Board**

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

RE: **Contract Extension: Metals Recycling Contract Bailey Avenue Training Facility Range Action Target, Inc. (CRS #3708)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract extension between the Town of Amherst (Police) and Action Target, Inc., with regard to the above-entitled matter. The original contract was approved on February 7, 2022 under Town Board Resolution number 2022-180 (CRS #3151). This contract extension has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: November 22, 2022)**

11/22/2022
Consent

FINANCIAL IMPACT:

Revenue TBD

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

CONTRACT EXTENSION

Let this document serve as a one (1) year extension of the Agreement between the Town of Amherst, New York and Action Target, Inc., dated February 9, 2022, (CRS#3151) under the same terms and conditions as stated in the original agreement. The extension period will run from January 1, 2023 through December 31, 2023.

Agreed to and Accepted By:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

ACTION TARGET, INC.

By: _____

Printed Name: Scott Wright

Date: 11/14/22

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

BETTER EQUIPPED. BETTER PREPARED.™

November 7, 2022

To Whom It May Concern:

Per our executed metals recycling agreement entered into with Amherst Police Department on 2/9/2022, we would like to renew this agreement for another year and continue providing this service to your department.

Please let me know if you require anything from us further. My mobile number is 385-985-9652.

I appreciate your time.

Sincerely,

Diana Rotolo

Diana Rotolo

Program Manager

Action Target, Inc.

3411 S. Mountain Vista Pkwy.

Provo Utah 84606

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

Action Target Inc.
c/o Diana Rotolo
3411 S. Mountain Vista Pkwy
Provo, Utah 84606
Tel: (801) 377-8033
Fax: (801) 377-8096

METALS RECYCLING CONTRACT - LE

THIS CONTRACT ("**Agreement**") between Action Target Inc. and its subsidiaries, assigns, and contractors on the one hand ("**ATI**" or the "**ATI Parties**") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "**Effective Date**") and includes the Attachments. ATI and Customer are sometimes referred to each as a "**Party**" or together as "**Parties**". This Agreement includes this cover page and Attachments 1. By signing, Customer authorizes ATI to use credits generated pursuant to this Agreement to pay invoices payable by Customer to Action Target for the Range Services provided by Action Target until Customer rescinds such authorization.

"Customer":		
	Name:	Town of Amherst Police Department
	Address:	500 John James Audubon Pkwy.
	City/State/Zip:	Amherst, New York 14228
	Tel:	(716)689-1322 Fax:
	Authorized Agent:	Email:

AUTHORIZED:	**ACCEPTED AND AGREED:**
ACTION TARGET INC.	**CUSTOMER:** Town of Amherst Police Department
Authorized Signature	Authorized Signature
Scott Wright	Brian J. Kulpa, Supervisor
Printed Name and Title	Printed Name and Title
2/28/22	2/9/22
Date of Authorization	Date of Acceptance

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

ATTACHMENT 1
TERMS AND CONDITIONS

SECTION 1. TERM. The initial Term of this Agreement begins on the date both parties sign and ends on December 31 of that year. During the Term, Customer cannot accept payment or payment-in-kind from any entity or person other than ATI for services similar to the Service offered pursuant to this Agreement. At the conclusion of the Term and each subsequent Term, this Agreement may be extended for not more than 2 successive periods of equal length at the same pricing upon mutual agreement of both parties and can only be canceled by either Party by providing written notice at least 30 days before the end of the Term

SECTION 2. SERVICES TO BE PERFORMED. ATI will remove or cause to be removed expended brass cartridge scrap and range lead scrap (the "**Service**") from the Customer's range.

a. Scheduling. Customer must contact ATI at 801-876-2442 or via email at recycle@actiontarget.com to schedule each Service. The date of service will be subject to ATI's availability to perform the Service and will be arranged within 3 business days of the request.

b. Packaging Requirements. Lead and brass must be separately identified, separately packaged, and on separate pallets.

1. Brass Packaging. Customer must have all brass materials on pallets in either 55-gallon drums or Gaylord boxes with the top covered (stretch wrap or cardboard is okay). If the materials are in drums, the drums must be strapped to pallet. Drums should be filled to capacity.
2. Range Lead Packaging. Customer must have all range lead on pallets in sealed 55-gallon drums. Drums should be filled to capacity. Drums must be strapped to a pallet with one drum per pallet. Drums sent to you by Action Target will be on single drum pallets. Please use these for lead drum shipments.
3. Order Packaging. Customer may order 55-gallon drums, Gaylord boxes, pallets, or super sacks by contacting ATI. Customer will pay for all other packaging including five-gallon buckets (if required).

c. Lead Quality. Pricing is based on clean, indoor range steel trap lead with no other contaminants, e.g., rubber. **No floor sweepings or live rounds are to be present with lead**.

***d.* Brass Quality.** If any non-brass casings are fired on site, ATI will deduct this contaminant from brass and deduct from final weight confirmation. Small amounts of Shot shells and standard range sweeps may be in brass and is considered normal and expected, however, for large amounts of this material, after the sortation process, they must be disposed of as hazardous waste. We will deduct the following environmental fees to offset the treatment and disposal costs:

$1.75/LB for sweeps, environmental fee will be charged for treatment and hazardous waste disposal.
$0.40/LB for shot shells, environmental fee will be charged for hazardous waste disposal.

e. Weight Limits. To receive the credit amount listed below the minimum weight for which service should be scheduled is 4,000 lbs. Weights from 3,000 to 3,999 lbs. will receive the price listed below minus $.06 per lb. Weights from 2,999 lbs. or below will get a $0.10 per lb. premium and shipping will be deducted from final settlement. The maximum per pallet weight is 4,000 lbs. per pallet. Customer is encouraged to utilize maximum weights when possible.

f. Credit. A Final Weight Confirmation Report will be emailed to Customer within one week of receipt of metals at receiving warehouse (transit time from pickup to warehouse is generally 3–7 days). Upon receipt of the Report, Customer may contact ATI and elect either (1) a Credit (plus 10% as discussed below) towards the Action Target Store, Action Target Equipment, or Action Target Services; or (2) a check; however, a check and credit may not be combined. If Customer elects a check, the check will be mailed to Customer within 30 days after receiving the Report in an amount as calculated below, subject to a possible deduction as stated herein. If Customer elects a credit, Customer will receive the Credit—in the amount the check would have been plus 10%—immediately after notifying Action Target as stated in the Report. If the customer has any outstanding unpaid balances with ATI, credit may be used to pay towards these balances. Notwithstanding anything herein, Credits expire after 24 months of Customer's receipt.

1. Brass shell credit. Customer will receive 54% of the copper price (per pound, brass shells received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
2. Steel Trap lead credit. Customer will receive 45% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service.
3. Rubber berm trap lead credit. Customer will receive 39% of the lead price (per pound of range lead received) that is published on The London Metal Exchange (www.LME.com) for the day Customer schedules the Service. **RBT Service Contract must be signed for RBT cleaning by ATI.**

LME.com displays prices in dollars per metric ton. To convert to dollars per pound, use the following Credit Conversion Formula:

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

Steel Trap Range lead: (LME Price * 45%) / 2204.6 = price per pound
Rubber Berm Trap Range lead: (LME Price *39%) / 2204.6 = price per pound
Brass: (LME Price * 54%) / 2204.6 = price per pound

For example, if LME.com gives the lead price as $2,223, multiply that by 45%, which equals $1,000.35. Then to convert to dollars per pound, divide that by 2204.6. This gives you a price of $0.45 cents per pound with a minimum 4,000 lbs. Weights from 2,000 to 3,999 lbs. would receive $0.39 per lb. and weights over 10,000 lbs. will receive an increase as set forth in Attachment 2.

ATI will pick up lead dust and will provide a credit of $.01 per pound of lead dust.

For any questions related to scheduling, packaging requirements, quality, weight limits, or credit, please call 801-876-2442 or email recycle@actiontarget.com.

SECTION 3. CUSTOMER OBLIGATIONS. On the date of pickup, Customer must assist in transporting the recyclables to the truck that will be instructed to park on the shoulder of the public roadway.

SECTION 4. ASSIGNMENT. Customer shall not assign any of the rights or obligations provided to it by or required under this Agreement, without first obtaining the prior written consent of ATI. Any assignment made by Customer without the prior written consent of ATI shall be null and void.

SECTION 5. CREDIT ADJUSTMENT. ATI shall be entitled to adjust the Credit Conversion Formula set forth in Section 2 upon changes in worldwide metals pricing. If ATI adjusts the formula, Customer shall be entitled to terminate the agreement within 30 days of notice of adjustment. If Customer does not notify ATI in writing of termination, this Agreement shall continue as set forth in Section 1.

SECTION 6. PACKAGING. If Customer breaches this Agreement, ATI shall be entitled to a reimbursement of costs for any packaging provided to Customer and any other remedies available.

SECTION 7. GENERAL PROVISIONS. This Agreement is governed by the laws of the State of New York and any claim or dispute shall be brought in Erie County, New York. If any term, provision, or condition of the Agreement is held to be invalid, void, or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect, provided that such unenforceability does not materially affect the parties' rights under this Agreement. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Customer and ATI shall survive the completion of all Services to be performed under the Agreement. Nothing contained in the Agreement shall create a contractual relationship or a cause of action in favor of a third party against ATI. The individuals executing the Agreement warrant that they have read and understood its provisions, and that they are authorized to bind the Parties for which they sign. The relationship between the parties is that of independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

SECTION 8. ENTIRE AGREEMENT. This written Agreement is the entire integrated agreement between Customer and ATI and supersedes all prior negotiations, representations, or agreements, whether written or oral.

CUSTOMER AND PROJECT INFORMATION

Range Name:	Amherst Police Community Policing and Training Facility
Address:	4220 Bailey Ave. Amherst, New York 14226
Contact Person:	Kevin Brown
Phone Number:	(716) 689-1302
Email Address:	kcbrown@apdny.org
Loading hours:	7:00 AM - 2:00 PM

VOLUME

A full 55-gallon drum of brass weighs approximately 600 lbs., a 2/3-full 55-gallon drum of lead weighs approximately 1,200 lbs., and a full-size Gaylord box of brass weighs approximately 3,000 lbs. Knowing this:

- What is your approximate monthly brass volume in drums/lbs.?
- What is your approximate monthly lead volume in drums/lbs.?
- Do you shoot frangible bullets?

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

- How much weight do you anticipate ATI will pick up per Service?
- How often do you anticipate scheduling Service? (Minimum pickup weight is 4,000 lbs.)
- Does your range have a Total Containment Trap with a screw auger?

ACCESS

Dock high access?	(YES)	NO
Pallet jack on site?	YES	(NO)
Forklift on site?	YES	(NO)
18-wheeler access?	(YES)	NO
24-foot box truck access (lift gate)?	YES	(NO)

AMMUNITION

Are any of the following cases ("Contaminants") fired on site (if the answer to any is yes, ATI will deduct 4% from the Final Weight Confirmation sent to Customer):

Aluminum?	YES	(NO)
Steel?	YES	(NO)
Shotgun shells?	(YES)	NO

If you remove all of the above Contaminants from your brass, ATI will not deduct 4%. If any shipment contains higher than 4% Contaminants, ATI shall be entitled to deduct the higher percentage on the next shipment.

No floor sweepings or live rounds are to be present with lead

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

Addendum to Contract VENDOR NOT ON SITE

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

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

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

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

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

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

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

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

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

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Action Target
Print Name of Company

By: _____
Signature

Scott Wright
Printed name

Date: 2/28/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: 2/9/22

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

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: Action Target Inc.

Signature: [signature]

Print Name: Scott Wright

Title: CFO

Date: 12/13/21

Sworn To Before Me This

13 Day of Dec, 2021

Jennifer Ware

Notary Public

JENNIFER DAWN WARE
Notary Public - State of Utah
Comm. No. 708204
My Commission Expires on
Sep 13, 2023

Revised 4.2017

Attachment: ExtensionwithOrigContractforCRSRouting (RES-2022-1154 : Contract Extension: Action Target, Inc. (CRS# 3708))

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26731 **RESOLUTION 2022-1155** **ADOPTED**

Presenter/Performer Commitment - Robert McElroy CRS #3707

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment Form between the Town of Amherst (Department of Senior Services) and Robert McElroy, performer (Breakfast with Santa program).

11/22/2022
Consent

FINANCIAL IMPACT:

The cost of $75.00 per event charged to A6772-4090 and T2100-4002

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

TOWN OF AMHERST

PRESENTER/PERFORMER COMMITMENT FORM

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

Presenter/Performer Name: Robert McElroy

Payment/Check payable to : Robert McElroy

Address: 21 Garden Road

Cheektowaga, NY 14225

Program (and any Future Events) : Breakfast with Santa

This is a 1 **year contract.**

Start Date: 12/3/22

End Date: 12/3/23

Cost Per Event: $75.00

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

Presenter/Performer Signature — Date: 10-14-22

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name: Breakfast with Santa CRS#: 3707 Vendor Name: Robert McElroy

Attachment: Robert McElroy-1115202144027 (RES-2022-1155 : Presenter/Performer Commitment - Robert McElroy CRS# 3707)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26738 **RESOLUTION 2022-1156** **ADOPTED**

Class Instructor Dawn Tarbox-Szerbiak CRS #3702

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 Dawn Tarbox-Szerbiak.

11/22/2022
Consent

FINANCIAL IMPACT:

A6772-4090

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
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: Dawn Tarbox - Szerbiak
(Payment/Check payable to same)

Address: 272 Towers Boulevard

Cheektowaga, NY 14227

Class/Activity: Dance and Fitness Instructor

This is a -5- **year contract.**

Start Date: 1/2/2023 **Date executed below by the Town Supervisor**

End Date: 1/1/2028

Rate per hr.: $25.00

Dawn Tarbox - Szerbiak, **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.**

Dawn M Tarbox Szerbiak — 10/13/22
Instructor/Leader Signature — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name _____ CRS# _____ Vendor Name _____

Attachment: Tarbox Szerbiak-11032022094050-0001 (RES-2022-1156 : Class Instructor Dawn Tarbox-Szerbiak CRS #3702)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26742 **RESOLUTION 2022-1157** **ADOPTED**

Termination of Kaleida Services, LLC Lease

We respectfully request Town Board permission for the Supervisor to approve the Termination of Kaleida Health, LLC. Lease for the Adult Day Services.

11/22/2022
Consent

FINANCIAL IMPACT:

TBD

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

TERMINATION OF LEASE

WHEREAS, the Town of Amherst entered into lease (CRS# 1800) and service (CRS # 1808) agreements with Kaleida Services, LLC in 2020 for the provision of an adult day services program, and

WHEREAS, the program was suspended due to the pandemic, and

WHEREAS, Kaleida seeks to consolidate these services into its Wheatfield location which has room to absorb clients from Amherst, and

WHEREAS, both contracts include termination clauses of 30 days written notice, which Kaleida seeks to exercise and has done so in a timely manner,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board releases Kaleida from its obligations outlined in CRS #1800 and CRS #1808, provided Kaleida surrenders the premises vacant, broom clean and in as substantially good condition and repair as existing on commencement date, reasonable wear and tear and damage caused by casualty accepted.

Attachment: AADS-11162022105606 (RES-2022-1157 : Termination of Kaleida Services, LLC Lease)

Kaleida Health

October 25, 2022

Mr. Brian J. Kulpa
Supervisor
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Executive Offices
100 High Street
11 South
Buffalo, NY 14203
(716) 859-8821

Re: Termination of Service and Lease Agreements between
Town of Amherst and Kaleida Health & Kaleida Services, LLC
Town of Amherst Senior Services Program

Dear Supervisor Kulpa,

Please be advised that Kaleida Health has determined that it must exercise its early termination rights pursuant to Article 4.4 of the Service Agreement, and electing to terminate the Lease Agreement upon thirty (30) days written notice effective as of today's date. Therefore, the final date Kaleida Health will provide services for the Senior Services Program located at 370 John James Audubon will be November 30, 2022.

We have valued and enjoyed our relationships with the Town of Amherst and Senior Services Program since January 1, 2008, and look forward to possible future opportunities for collaboration.

Please feel free to contact me with any questions.

Very truly yours,

KALEIDA HEALTH

Michael P. Hughes
Senior Vice President
Chief Administrative Officer

Attachment: AADS-11162022105606 (RES-2022-1157 : Termination of Kaleida Services, LLC Lease)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26734 **RESOLUTION 2022-1158** **ADOPTED**

Lighting Contract (MUSCO) - CRS #3675

Authorize the Supervisor to sign a contract between the Town of Amherst and Musco Sports Lighting, LLC for purchase and installation of lighting at the Mathewson McCarthy Baseball fields using Sourcewell Contract #071619-MSL (CRS #2682), pending satisfactory completion of the contract routing process.

11/22/2022
Consent

FINANCIAL IMPACT:

KP 2206.4972: $484,192.00

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

INSURANCE PACKAGE

PREPARED FOR:

Mathewson McCarthy Baseball

Lighting Project
Williamsville, NY
October 3, 2022

Project #210155

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Submitted by:
Musco Sports Lighting, LLC

Attn: Kerra Kruse
2107 Stewart Road
Muscatine, Iowa 52761

Toll Free: 800-756-1205
Fax: 800-374-6402

We Make It Happen.

This information Is provided by Musco exclusively For this project. Reproduction or distribution of the enclosed documents or information withough the written permission of Musco Sports Lighting, LLC is prohibited. M-1164-enUS-5

TABLE OF CONTENTS

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Project Submittal: **Table of Contents**

A. PURCHASE AGREEMENT

B. SCOPE OF WORK

C. QUOTE

D. MUSCO CERTIFICATE OF INSURANCE

E. DISABILITY INSURANCE

F. WORKERS COMPENSATION INSURANCE

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

A. PURCHASE AGREEMENT

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Purchase Agreement

Date: October 3, 2022 | Project Name: Mathewson McCarthy Baseball | Project #:210155

1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC (“Musco”) 100 1st Avenue West – PO Box 808 Oskaloosa, IA 52577 Attn: Kerra Kruse Email: kerra.kruse@musco.com Telephone: 641-673-0411 800-825-6020 Ext 4124	**2. BUYER NAME AND ADDRESS:** Town of Amherst (the “Buyer”) 5583 Main Street Williamsville, NY 14221 Attn: Jeffrey Burroughs Email: jburroughs@amherst.ny.us Telephone: 716-631-7154 x 7418 Fax: 716-631-7222
3. OWNER NAME AND ADDRESS: Town of Amherst 5583 Main Street Williamsville, NY 14221 Attn: Jeffrey Burroughs Email: jburroughs@amherst.ny.us Telephone: 716-631-7154 x 7418 Fax: 716-631-7222	**4. SHIPPING NAME AND ADDRESS:** Wehrle FAA Recreation Area 1995 Wehrle Drive Williamsville, NY 14221 Attn: Dean Rypkema – Nelcorp Electrical Contracting Email: drypkema@nelcorpelectrical.com Telephone: 607-343-6776
5. WARRANTY CONTACT: Town of Amherst 5583 Main Street Williamsville, NY 14221 Attn: Jeffrey Burroughs Email: jburroughs@amherst.ny.us Telephone: 716-631-7154 x 7418 Fax: 716-631-7222	**6. FACILITY NAME AND ADDRESS:** Wehrle FAA Recreation Area 1995 Wehrle Drive Williamsville, NY 14221

7. EQUIPMENT DESCRIPTION – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (the “Equipment”) in accordance with the “Total Price” paragraph of this Agreement:

Light-Structure System™ Foundation-to-Poletop Lighting System

- 30 – Total Light Control™ TLC-LED-1500 factory-aimed and assembled luminaires
- 10 – Total Light Control™ TLC-LED-1200 factory-aimed and assembled luminaires
- 2 – Total Light Control™ TLC-LED-900 factory-aimed and assembled luminaires
- 9 – Total Light Control™ TLC-LED-400 factory-aimed and assembled luminaires
- 10 – Total Light Control™ TLC-BT-575 BallTracker® factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- 1 - 60 ft galvanized steel poles
- 4 - 70 ft galvanized steel poles
- 4 - 80 ft galvanized steel poles
- 9 Pre-cast concrete bases with integrated lightning grounding

With Controls

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Additional Items

- 5 – 2” couplings on poles A1, A2, A3, B3 B4

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

1999, 2022 Musco Sports Lighting, LLC • M-1010-enUS-41

Purchase Agreement

Date: October 3, 2022 | Project Name: Mathewson McCarthy Baseball | Project #:210155

Built to the following specifications:

- Driver input voltage: ⇨_____
- Phase to pole: ⇨_____ phase
- Structural integrity: based upon IBC, 2018, 110mph, Exposure C

8. **RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

   Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.

9. **MUSCO CONTROL-LINK® CONTROL SYSTEM –** Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following:

   Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

10. **MUSCO SERVICES –** Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, the "Services"):

    Installation – refer to the Installation Scope of Work in Exhibit A.

11. **CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (the "Warranty") –** Musco shall provide parts, labor, and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms:

    - **Warranty service begins:** On the date of product shipment
    - **Expiration date:** 25 years from date of shipment
    - **Monitoring, maintenance & control services**
    - **Light levels** – as specified in Musco design documents
    - **Spill light control** – as specified in Musco design documents
    - **Energy consumption:** as specified in Musco design documents

12. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of $484,192.00 plus applicable taxes is payable as follows.

    - $484,192.00 within 30 days from invoice date

    A copy of the payment and performance bond (if applicable) is required prior to shipment.

    Monthly progress invoicing and payments will apply.

    Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

    Project is being purchased through the following cooperative purchasing agreement:

    Sourcewell (contract number 071619-msl)

    Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement. Price does not include sales tax.

    Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Purchase Agreement

Date: October 3, 2022 | Project Name: Mathewson McCarthy Baseball | Project #:210155

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

13. **TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

☐ Taxable ☒ Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

14. **PAYMENT/PERFORMANCE BONDING –** Is there a bond on this project? ☐ Yes ☐ No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	

15. **DELIVERY** – Normal delivery to the shipping address indicated above is 10 to 12 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco.

All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

16. **NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Purchase Agreement

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

17. **EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

18. **LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.

19. **SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.

20. **DEFAULT** – Each of the following shall constitute a default ("Default") under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.

21. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.

22. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Purchase Agreement

Date: October 3, 2022 | Project Name: Mathewson McCarthy Baseball | Project #:210155

23. EEO COMPLIANCE – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

24. CONDITIONS OF AGREEMENT

a. APPLICABLE LAW – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.

b. EXPENSES/REMEDIES – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.

c. ENTIRE AGREEMENT – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.

d. ACCEPTANCE – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

TOWN OF AMHERST	**MUSCO SPORTS LIGHTING, LLC**
Acceptance	Acceptance
this _____day of _____, 20___	this _____day of _____, 20___
_____	_____
Signature	*Signature*
Jeffrey Burroughs – Town Engineer	_____
Name and Title	*Name and Title*

Please remember to return all pages of this agreement.

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Purchase Agreement

Date: October 3, 2022 | Project Name: Mathewson McCarthy Baseball | Project #:210155

EXHIBIT A.

Owner/Owner's Representatives Responsibilities:

1. Complete access to the site for construction using standard 2wheel drive rubber tire equipment.
    a. Drilling equipment, concrete trucks, material handlers, lift, and crane.
2. Locate existing underground utilities not covered by “One Call” and irrigation systems and sprinkler heads. Musco or Subcontractors will not be responsible for repairs to unmarked utilities.
3. Extra costs associated with foundation excavation if soil conditions significantly differ from those at this site per Geotechnical Report by Terracon, Project No. J5215281 (13-Jan-2022).
4. Owner responsible for any power company or permitting fees (if applicable).
5. Provide area on-site for disposal of spoils from drilled pier foundations.
6. Provide stamped electrical design (Buffalo Engineering PC) and electrical inspection (Town of Amherst).
7. Provide conduit for speakers/cameras (if applicable).
8. Provide site restoration as needed (topsoil, growing grass, etc.).

Musco Responsibilities:

1. Identify/locate and stake pole locations (requires fields remaining in their current location with current field dimensions).
2. Provide required poles, fixtures, foundations, aux brackets/pole access points, and Musco control system.
3. Provide lighting design, layout of pole locations, aiming diagram, and other applicable items in submittal and final O&M.
4. Provide Project Management Services (internal project administration, insurance policies, certified payrolls, etc.).
5. Provide stamped foundation designs based on Geotech Project No. J5215281 (13-Jan-2022) by Terracon
6. Commission lighting system and confirm all zones/features working as designed in manual and auto (Control-Link).
7. Perform light level test, analysis, and provide report with final O&M.
8. Perform any fine tune adjustments (if needed) and provide on-site training for owner/owner's representatives.

Musco Subcontractor Responsibilities for PIA (pole-in-air) Installation and Demo/Disposal of Existing:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Transfer Musco Control System Cabinet to on-site owner's representatives, Prime Electrical Contractor, or owner.
3. Provide storage containers for Musco system (if necessary).
4. Provide adequate security to protect Musco system from theft, vandalism or damage during the installation.
5. Obtain any required permitting (if necessary).
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage to marked utilities during construction.
7. Provide materials and equipment to install nine (9) LSS foundations as specified in Musco Design 210155A & stamped foundation design C1.
    a. Includes additional cost for caissons/water removal (as needed) and rock drilling (approx.. 77’).
8. Provide materials and equipment to assemble/dress poles and complete internal connections.
9. Provide equipment and materials to stand/install nine (9) Musco LSS Poles on Musco LSS foundations.
10. Provide equipment and materials to remove and dispose of existing lighting equipment and wood poles off-site.
11. Remove and transport spoils to owner designated location on-site, clean-up all debris and work areas, and restore (fill-in) ruts to finished grade with borrowed materials (spoils from drilling).

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

1999, 2022 Musco Sports Lighting, LLC • M-1010-enUS-41

Purchase Agreement

Date: October 3, 2022 | Project Name: Mathewson McCarthy Baseball | Project #:210155

Prime Electrical Contractor Responsibilities (not included in current Musco scope of work)**:**

12. Site electrical work inside new building which includes:
    a. Upgrading electrical service from 208V 3P to 480V 3P.
    b. Provide and install panels PPMB and HVP-FIELD.
13. Provide equipment and materials to install site and underground electric per electrical plans (E-100 and E-101 received 12-Aug-22), and Musco Control System Summary – Design No. 210155A (12-Aug-22). This includes:
    - Provide equipment and materials to install one (1) Musco Control and Monitoring Cabinet with contactors (LCC).
    - Furnish/install one (1) 120v independent circuit (20A) from PPMB to Musco LCC for Musco control system.
    - Furnish/install eleven (11) 480V 3P circuits from HVP-FIELD breakers to contactors in Musco LCC.
    - Furnish/install eleven (11) branch circuits (pipe and wire) from Musco LCC to poles (includes new 11''x18'' handholes per note 5 in E-100).
        - Includes re-using conduits from building to handhole as shown in E-100 or furnish/install new if needed.
    - Make final connections at each pole by landing circuits on their respective landing lugs (10' AFG).
14. Turn system on and verify system is operational in manual mode.

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

1999, 2022 Musco Sports Lighting, LLC • M-1010-enUS-41

B. SCOPE OF WORK

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Scope of Work for Musco Solution – PIA and Site/Underground Electrical

Mathewson McCarthy Baseball
Williamsville, NY
Date: September 22, 2022
Musco Project No. 210155

Owner/Owner's Representatives Responsibilities:

1. Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
    a. Drilling equipment, concrete trucks, material handlers, lift, and crane.
2. Locate existing underground utilities not covered by "One Call" and irrigation systems and sprinkler heads. Musco or Subcontractors will not be responsible for repairs to unmarked utilities.
3. Extra costs associated with foundation excavation if soil conditions significantly differ from those at this site per Geotechnical Report by Terracon, Project No. J5215281 (13-Jan-2022).
4. Owner responsible for any power company or permitting fees (if applicable).
5. Provide area on-site for disposal of spoils from drilled pier foundations.
6. Provide stamped electrical design (Buffalo Engineering PC) and electrical inspection (Town of Amherst).
7. Provide conduit for speakers/cameras (if applicable).
8. Provide site restoration as needed (topsoil, growing grass, etc.).

Musco Responsibilities:

1. Identify/locate and stake pole locations (requires fields remaining in their current location with current field dimensions).
2. Provide required poles, fixtures, foundations, aux brackets/pole access points, and Musco control system.
3. Provide lighting design, layout of pole locations, aiming diagram, and other applicable items in submittal and final O&M.
4. Provide Project Management Services (internal project administration, insurance policies, certified payrolls, etc.).
5. Provide stamped foundation designs based on Geotech Project No. J5215281 (13-Jan-2022) by Terracon
6. Commission lighting system and confirm all zones/features working as designed in manual and auto (Control-Link).
7. Perform light level test, analysis, and provide report with final O&M.
8. Perform any fine tune adjustments (if needed) and provide on-site training for owner/owner's representatives.

Musco Subcontractor Responsibilities for PIA (pole-in-air) Installation and Demo/Disposal of Existing:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Transfer Musco Control System Cabinet to on-site owner's representatives, Prime Electrical Contractor, or owner.
3. Provide storage containers for Musco system (if necessary).
4. Provide adequate security to protect Musco system from theft, vandalism or damage during the installation.
5. Obtain any required permitting (if necessary).
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage to marked utilities during construction.
7. Provide materials and equipment to install nine (9) LSS foundations as specified in Musco Design 210155A & stamped foundation design C1.
    a. Includes additional cost for caissons/water removal (as needed) and rock drilling (approx.. 77').
8. Provide materials and equipment to assemble/dress poles and complete internal connections.
9. Provide equipment and materials to stand/install nine (9) Musco LSS Poles on Musco LSS foundations.
10. Provide equipment and materials to remove and dispose of existing lighting equipment and wood poles off-site.
11. Remove and transport spoils to owner designated location on-site, clean-up all debris and work areas, and restore (fill-in) ruts to finished grade with borrowed materials (spoils from drilling).

Prime Electrical Contractor Responsibilities (not included in current Musco scope of work)**:**

12. Site electrical work inside new building which includes:
    a. Upgrading electrical service from 208V 3P to 480V 3P.
    b. Provide and install panels PPMB and HVP-FIELD.
13. Provide equipment and materials to install site and underground electric per electrical plans (E-100 and E-101 received 12-Aug-22), and Musco Control System Summary – Design No. 210155A (12-Aug-22). This includes:

- Provide equipment and materials to install one (1) Musco Control and Monitoring Cabinet with contactors (LCC).
- Furnish/install one (1) 120v independent circuit (20A) from PPMB to Musco LCC for Musco control system.
- Furnish/install eleven (11) 480V 3P circuits from HVP-FIELD breakers to contactors in Musco LCC.
- Furnish/install eleven (11) branch circuits (pipe and wire) from Musco LCC to poles (includes new 11''x18'' handholes per note 5 in E-100).
    - Includes re-using conduits from building to handhole as shown in E-100 or furnish/install new if needed.
- Make final connections at each pole by landing circuits on their respective landing lugs (10' AFG).

14. Turn system on and verify system is operational in manual mode.

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

C. QUOTE

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Quote

Date: October 3, 2022
Project: Mathewson McCarthy Baseball, Williamsville, NY
Ref: Cooperative Purchase for Musco System with option to add installation services, Musco Project No. 210155
To: Brian Armstrong, Town of Amherst

Sourcewell
Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

Quote – Musco System Delivered to Job Site

Musco TLC for LED™ Solution for Baseball Field 1 and Baseball Field 4 (no installation):	$338,286	
• Cost to add Musco LED system for pedestrian areas between fields on separate zone [1]:	$30,852	
September 2022 Cost for Musco Solution (without installation):		$369,138
• Cost to add pole-in-air installation[2] and demo/disposal of existing [3]:	$80,094	
○ Additional cost for rock drilling (77' for all nine (9) holes) [4]:	$34,960	
October 2022 Project Total without bond (valid through October 31, 2022):		**$484,192**

Project cost does not include payment/performance bond (optional) based on current value of project ($484,192): $2,978

PA, PO, and or AIA Contracts must reference Co-Op – Sourcewell purchase – contract number: 071619-MSL

Light-Structure System with Total Light Control - TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels and uniformities per Musco Lighting Design 210155A (25-Jan-22)
  - 70'/'220'/220'/220' dimensions for Field 1 lit to 50fc (2.0:1) infield, 30fc (2.5:1) outfield
  - 90'/300'/300'/300' dimensions for Field 4, lit to 50fc (2.0:1) infield, 30fc (2.5:1) outfield
  - Pedestrian Area between fields (irregular dimensions) lit to 3fc

System Description

- Nine (9) Pre-cast concrete bases
- Nine (9) Galvanized steel poles
- Factory aimed and assembled luminaires, including Musco BallTracker ™ system
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harness
- Factory wired poletop luminaire assemblies
- Musco Control and Monitoring Cabinet with contactors
- Accommodations (couplings, handholes, & structural analysis) for future speakers and cameras on A1, A2, A3, B3, B4
- UL Listed as a system

Environmental Light Control

- Off-site spill: maximum horizontal spill shall not exceed 0.25fc (0.05fc average) at any point 150' from Field 1 or 4
- Off-site spill: maximum vertical spill shall not exceed 0.5fc (0.25fc average) at any point 150' from Field 1 or 4
- Off-site glare: maximum candela viewed from any one fixture not to exceed 10,000cd (5,000cd average) " "

Control Systems and Services

- Control-Link® wireless system with contactors for remote on/off control and performance monitoring with 24/7 support
- Three (3) zones – Field 1, Field 4, Pedestrian with multi-level dimming via powerline communication for each zone
- On, off, auto keyed switch for each zone located on outside of lighting contactor cabinet

--- Continued on Page 2 ---

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Operation and Warranty Services

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide systems
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of the maintenance costs to owner for twenty-five (25) years per plans and specs
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining this lighting system – plus a network of 1800+ contractors
- Includes NY stamped foundation design based 2020 Bldg Code of NY State (ASCE 7-16, IBC 2018), 110 MPH, Exp C, RC II

Entertainment, Automated Broadcasting, Architectural/Colored Light

- Quote does NOT include the cost for MuscoVision™ automated broadcast system
- Quote does NOT include the cost for enhanced control systems to provide light shows and enhanced dimming options
- Quote does NOT include pole accent system for colored (architectural) lighting of poles

Supplemental Lighting

- [1] Musco TLC for LED system to illuminate pedestrian areas on separate zone (also improves ball modeling in bull pens)

Installation Services Provided [2, 3, 4]

- [2] Includes pole-in-the-air (PIA) services for nine (9) Musco precast foundations and poles
  - Offloading system and transporting to designated locations
  - Drilling holes for foundations
    - Includes additional cost for water removal to keep holes open/clean during installation process
    - [4] Includes additional cost for rock drilling (77' of rock drilling per Geotech and foundation design)
    - Installation of foundations per certified/stamped foundation design C1 for Musco system
  - Assembling/building poles and installing poles on foundations (includes crane/rigging services)
- Includes transporting spoils from foundation excavation to owner designated location on-site
- [3] Includes demo and disposal of existing lighting equipment and wood poles off-site
- Based on reasonable access to all pole locations with drill rig, concrete truck, material handler, and crane
- Includes filling in ruts to finished grade using spoils from foundation drilling but does not include top soil, growing grass, or any asphalt/concrete restoration (if applicable)
- Includes Musco Project Management Services (project administration, insurance certificates, etc.)
- Does NOT include field/pole location survey or private utility location services
- Does NOT include site/underground electrical work needed to energize Musco system
- See enclosed scope of work for more detailed breakout of responsibilities

Notes

Quote is based on:

- Revised site plans received May 2022 and Musco Lighting Designs 210155A (25-Jan-2022) and 210155A-spill (17-Jun-2022)
- Geotechnical Engineering Report by Terracon, Project No. J5215281 (13-Jan-2022)
- 480V 3P supply as shown in E-100 and E-101 (received 12-Aug-2022)
- Certified/Stamped Foundation design C1 for Musco Design 210155A (12-Aug-2022)
- Direct purchase via Sourcewell Cooperative Purchasing Agreement
  - **PA, PO, and or AIA Contracts must note the following: *Sourcewell purchase – contract number: 071619-MSL***
- Assumes one (1) shipment, one (1) mobilization, fall 2022 procurement, and does not include taxes
- Valid through October 2022
- Standard delivery from submittal approval is currently eight (8) to ten (10) weeks

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Nathan Lindsay, Field Sales Representative
Musco Sports Lighting, LLC
Phone: 315-418-5072
Email: nathan.lindsay@musco.com

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

D. MUSCO CERTIFICATE OF INSURANCE

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/27/2022

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

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

PRODUCER
Aon Risk Services Central, Inc.
Omaha NE Office
17807 Burke Street
Suite 401
Omaha NE 68118 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (402) 697-1400 **FAX (A/C. No.):** (402) 697-0017
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:	Sentry Casualty Company	28460
INSURER C:	Sentry Insurance Company	24988
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Musco Sports Lighting, LLC
c/o Musco Corporation
100 1st Ave W
Oskaloosa IA 52577 USA

COVERAGES **CERTIFICATE NUMBER:** 570094095699 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			9016877004	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			90-16877-003	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000			CUP3S633360	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		9016877001 AOS 9016877002 AZ, WI	07/01/2022 07/01/2022	07/01/2023 07/01/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Re: Musco Project 208873 - North Amherst Recreation Center
Musco Project 208238 - Lou Gehrig Amherst Park Baseball Stadium
Musco Project 210155 - Mathewson McCarthy Baseball
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto policy.
A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Workers Comp and Auto policy.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221 USA

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: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

AGENCY CUSTOMER ID: 570000042244
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Musco Sports Lighting, LLC
POLICY NUMBER: See Certificate Number: 570094095699	
CARRIER: See Certificate Number: 570094095699 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

General Liability and Auto evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

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E. DISABILITY INSURANCE

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

13.S.1.a

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

1a. Legal Name & Address of Insured (use street address only)
Musco Corporation
100 1st Ave W
Oskalosa, IA 52577

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
42-1107452

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
New York Life Group Insurance Company of NY

3b. Policy Number of Entity Listed in Box "1a"
NYD068413

3c. Policy effective period
1/1/2022 to 1/1/2023

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

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

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

Marcelline E. Reilly

Date Signed September 27, 2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrie

Telephone Number 1-866-761-4236 Name and Title Underwriting Director

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

F. WORKERS COMPENSATION INSURANCE

Attachment: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Musco Sports Lighting, LLC C/O Musco Corporation 100 1st Ave. W Oskaloosa, IA 52577 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 800-825-6030 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 42-1511754
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 Musco Project 208873 – North Amherst Recreation Center Musco Project 208238 – Lou Gehrig Amherst Park Baseball Stadium Musco Project 210155 – Mathewson McCarthy Baseball	3a. Name of Insurance Carrier Sentry Casualty Company 3b. Policy Number of Entity Listed in Box "1a" 9016877001 3c. Policy effective period 7/1/2022 to 7/1/2023 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 non payment 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: BRIAN JORGENSON
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Brian Jorgenson 7/5/2022
(Signature) (Date)

Title: DIRECTOR OF NATIONAL ACCOUNTS UNDERWRITING

Telephone Number of authorized representative or licensed agent of insurance carrier: 715-346-8502

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: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

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: Musco - MMB (RES-2022-1158 : Sourcewell Piggyback Contract (Musco) - CRS #3675)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26710 **RESOLUTION 2022-1159** **ADOPTED**

Lease Agreement (Supersports) - CRS #3681

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Supersports, LLC for lease of commercial space at the Northtown Center at Amherst.

11/22/2022
Consent

FINANCIAL IMPACT:

A7253.02412; 2022: -$3,000.00; 2023: -$12,000.00; 2024: -$12,600.00; 2025: -$14,400.00; 2026: -$14,400.00; 2027: -$10,800.00 (revenue)

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

LEASE

THIS LEASE is made and entered into the _____ day of _____, 2022, by and between the **Town of Amherst**, a municipal corporation organized and existing under the laws of the State of New York with an address of 5583 Main Street, Amherst, New York 14221 (the "Landlord") and **SuperSports, LLC**, with an address of _____ (the "Tenant"). Unless otherwise specified in the Lease, the terms Landlord and Tenant shall include the heirs, successors and assigns of such party, where the context so admits.

For and in consideration of the rental and of the covenants and agreements set forth to be kept and performed by Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises herein described for the term specified herein, at the rental payments contained herein and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

I. PREMISES

A. Description. Landlord hereby leases to Tenant and Tenant herby leases from Landlord those certain premises (the "Premises") located in the Northtown Center at Amherst (the "Rink Building") located at 1615 Amherst Manor Drive, Amherst, New York, comprising of approximately 1500 square feet, all as shown on **Exhibit A**, attached hereto and made a part hereof. For purposes hereof, the "Common Area" shall mean the cross-hatched area on **Exhibit B** attached hereto and made of part hereof.

i. Of the 1500 square feet rented by the Tenant, the area will be used for a hockey/skating store, which will be used for the sale of hockey/skating equipment and related sundries; as well as other seasonal sporting good lines.

II. TERM.

A. The Initial Term. The Lease shall be effective as of the date first above written for a term of five (5) years (the "Initial Term") terminating on September 30, 2027.

B. The Extension Term. The Tenant shall have the right to extend the term of the Lease for one (1) additional successive period of five (5) years (each of which is hereinafter referred to as an "Extension Term" and, together with the Initial Term, is hereinafter referred to as the "Term") upon the terms and conditions hereinafter set forth in Article III below. The option shall be exercisable by written notice delivered to Landlord no later than ninety (90) days prior to the end of the Initial Term. If not so exercised, such option shall expire on the ninetieth (90) day prior to the end of the Initial Term or the Extension Term, as the case may be.

III. RENT.

Effective and Commencing October 1, 2022, Tenant shall pay to Landlord, as rent for the Premises, the Base Rent as described below:

A. Base Rent. The Tenant shall pay Landlord as "Base Rent" for the Premises, without deduction, offset, prior notice or demand, unless otherwise required hereunder, the following amounts:

Twelve Thousand Dollars ($12,000) for the initial two-years of this lease beginning October 1, 2022 to September 30, 2024, at the rate of One Thousand ($1,000) per month payable on the first day of each month.

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

During the third , fourth and fifth year of the Lease, the Tenant shall pay the sum of Fourteen Thousand Four Hundred Dollars ($14,400) per year beginning October 1, 2024 through September 30, 2027, at the rate of One Thousand Two Hundred Dollars ($1,200) per month.

In the event that Tenant exercises the options to extend the Term of this Lease as set forth in Section II.B. above, the base rent for the five (5) year Extension Period the Tenant shall pay the sum of Seventeen Thousand Two Hundred and Eighty Dollars ($17,280) per year beginning October 1, 2027 through September 30, 3032, at the rate of One Thousand Four Hundred and Forth Dollars ($1,440) per month.

Each monthly installment of the Base Rent (the Monthly Rent") shall be payable of the first day of every calendar month for the then current year.

The parties hereto acknowledge that the Base Rent paid hereunder has been negotiated in good faith.

B. Place and Manner of Payment. All sums payable to Landlord hereunder shall be made without notice to Landlord at its address first set forth above or at such other place as Landlord or its authorized representative may hereafter designate by notice in writing to Tenant. All sums shall be made in legal tender of the United States. Any check given to the Landlord shall be received by it subject to collection, and Tenant agrees to pay any charges, fees or costs incurred by the Landlord for such collection, including reasonable attorney's fees.

IV. UTILITIES.

The cost of Tenant's proportionate share of all utilities that are furnished to the Premises is included in the Base Rent. Landlord shall not be responsible for the uninterrupted provision of said utilities or for the making of repairs, alterations or improvements, or for labor difficulties, or for trouble in obtaining fuel, or for electricity, service or supplies to the Premises, or for any cause beyond landlord's control. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provide that such installation shall be subject to the prior written consent of Landlord (which consent shall not be unreasonable withheld, delayed or conditioned).

Landlord agrees to maintain the heat and air conditioning for the Premises at such times and temperatures, and in such amounts as are considered reasonable by the Tenant.

V. SECURITY INTEREST.

A. Security Interest. Landlord will have and Tenant grants Landlord a continuing security interest to secure the payment of all Base Rent and other sums of money becoming due under this Lease from Tenant, upon all of Tenant's equipment, furniture, furnishings, and fixtures and inventory and other personal property of Tenant presently or which may hereafter be situated on the Premises and all proceeds therefrom. Such property will not be removed from the Premises without the prior written consent of Landlord until all arrearage in Base Rent as well as any and all other sums of money then due to Landlord under this Lease shall have first been paid and all of the covenants, agreements, and conditions hereof have been fully complied with and performed by Tenant. Upon an Event of Default under this Lease, Landlord will all rights and remedies under the Uniform Commercial Code, including, without limitation the right to enter the Premises and proceed to sell the property described in the Section at public or private sale upon ten (10) days' written notice to Tenant, in additional to any other remedies provide herein or by law. Tenant agrees that this lease will constitute a Security Agreement and further agrees that Landlord may execute and file such financing statements and other instruments necessary or desirable in Landlord's discretion to perfect the security interest hereby created, without necessary for obtaining Tenant's signature on any of such financing statement or other filings.

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

VI. USE.

A. Use. The Premises shall be used and occupied by Tenant primarily as a full-service hockey/skating pro shop, offering a broad line of popular brands of hockey, figure and in-line skates, equipment, protective gear and related sundries; as well as seasonal additional lines such as lacrosse, baseball, softball, and soccer. Tenant may also use the Premises as a Fan Shop offering a variety of high quality apparel and collectibles. No use permissible hereunder shall in any way restrict or prevent Landlord in connection with the conduct of its own business within the Rink Building site.

B. Suitability. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, or the Rink Building or with respect to their suitability for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises, except as provided in this Lease. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises were at such time in satisfactory condition and that the same were in compliance with all applicable laws and competed in accordance with the terms of this Lease, particularly those terms relating to Landlord's obligations pursuant to Section VIII.A.2 hereof, unless within ninety (90) business days after such date Tenant shall give Landlord written notice specifying in reasonable detail the respects in which the Premises were not in satisfactory condition or not in compliance as aforesaid. Upon Landlord's receipt of any such notice, the Landlord shall take reasonable actions to remedy the noncompliance.

C. Exclusivity. The parties hereto agree that Tenant shall be the exclusive onsite purveyor of sports equipment, apparel, collector memorabilia, and the like. No other retail, wholesale, fundraising or other similar activity related to Tenant's activities shall be carried on within the Rink Building and parking areas.

D. Uses Prohibited.

1. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Premises or the Rink Building of which the Premises are a part or any of its contents (unless Tenant shall pay any increased premium as a result of such use or acts) or which shall be contrary to any law or regulation from time to time established by the new York Fire Insurance rating Association or any similar body succeeding to its powers or cause a cancellation of any insurance policy covering said Premises or said Rink Building or any part thereof or any of its contents, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance.

2. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants or users of the Rink Building or injure or annoy them or use of allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

3. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may be hereafter in force, obtain all permits, licenses and the like required for the conduct of its business and comply with the

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Premises, or not related or afforded by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between Landlord and Tenant.

E. Trade Name. Tenant shall operate under the trade name "SuperSports, LLC" and shall not discontinue the use of nor change the trade name under which it operates without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

F. Hours of Operation. Tenant agrees to be open for business and adequately staffed 11:00am through 9:00pm Monday through Friday, 7:00am to 9:00pm on Saturday and 7:00am to 9:00pm on Sunday. Such hours of operation may be changed from time to time by mutual agreement of the parties, if in the reasonable determination of the Rink Building Manager a change is desirable to provide proper service to the public.

VII. OPERATION BY TENANT.

A. Subject to all of the terms and conditions in this Lease contained, Tenant shall have the right to use, in common with and with due regard for the rights of others entitled to use the same, the Common Area and any public rest rooms located therein, as well as any and all service elevators, delivery docks and assembly areas, any common passageways, stairways, or common entrances and exits from the Rink Building to the Premises. Such use shall be at Tenant's sole risk and Landlord will have no liability for injury, loss or damages to persons or property caused by persons or entities engaged from time to time to clean or furnish any service in the Common Area except for Landlord's negligence or the negligence of Landlord's servants, agents or employees.

B. In regard to use and occupancy of the Premises and Common Area, Tenant will at its expense: (a) keep the inside of all glass in the doors and windows and/or security screens of the Premises clean; (b) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality; (c) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (d) keep any garbage, trash, rubbish or refuse in rat-proof containers within the interior of the Premises until removed; (e) have such garbage, trash, rubbish and refuse removed on a daily basis in accordance with Landlord's instructions; (f) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; (g) light the display fixtures of the Premises and exterior signs and turn the same off to the extent reasonably required by landlord; and (h) conduct its business in all respects in a dignified manner in accordance with high standards of operation as determined by Landlord and to provide an appropriate mercantile service and quality within the Rink Building.

C. In regard to use and occupancy of the Premises and use of Common Area and other areas of the Rink Building used in common with other parties, Tenant will not without the prior written consent of the landlord: (a) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, in the Common Area, the concourse or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct same; (b) use or permit the use of any advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Common Area or Rink Building which is any manner audible or visible outside the Premises, except for video or television window displays approved in writing by Landlord; (c) cause or permit unusual, nauseous or objectionable gases, vapors or odors to emanate or be dispelled from the Premises; (d) solicit business in the Common Area; (e) use the footwalks or any other

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

common facility adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking; (f) conduct or permit to be conducted any auction, fire, going out of business, bankruptcy, or other similar type sale in or connected with the Premises; (g) use or permit the use of any portion of the Premises for any unlawful purpose; (h) place a load upon any floor which exceeds the floor load which the floor was designed to carry or is allowed by law; and (i) suffer or commit waste.

D. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed by Tenant that all goods shipped or received through any shipping and/or receiving area in the Rink Building shall be at Tenant's sole risk and any loss or damage to any of said goods shall in no way be the responsibility of the Landlord. Tenant agrees further that any truck or other vehicle or equipment loading or unloading adjacent to any shipping and receiving area shall load and unload expeditiously in a good, diligent and workmanlike manner and that any goods received into or shipped from said area shall be moved into the Premises by Tenant forthwith. Upon being loaded or unloaded, any truck or other vehicles or equipment dealing with said Tenant shall be forthwith removed by its operator from any common way adjacent to the aforesaid shipping and receiving area. Any damage done to the Rink Building, to the shipping or receiving area or to the Common Area or to the Tenant's Premises shall be the sole responsibility of Tenant and Tenant shall pay for said damage forthwith upon the rendering of a bill for same by Landlord. Time for unloading shall be coordinated by Landlord in light of needs of other tenants.

E. Tenant shall at all times retain at the Premises an experience manager of high-quality sales or service facilities full authorized to represent and act for him in the operation of the business and to accept service of all notices provided for herein. At times when this manager is not present at the Premises, Tenant shall assign, or cause to be assigned, a qualified subordinate to be in charge of the Premises, services and facilities and to be available at the Premises to act for such manger.

F. During the required hours of operation, Tenant shall provide personnel in sufficient number and quality necessary to conveniently and efficiently serve the public. Such personnel shall be thoroughly qualified, familiar with the business, courteous, informative and helpful to the public. The attire of such personnel shall be of the highest character and in keeping with that worn by personnel in similar first-class businesses in the Town of Amherst metropolitan area. Personnel shall be attired in identifiable dress and at all times possess visible identification as to their name and employer.

G. Tenant, in conducting any activity on or about the Premises, shall comply with all applicable local, state, or federal environmental rules, regulations, statutes, laws or orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes and regarding releases or threatened releases of Hazardous Materials of Special Wastes to the environment. For purposes of this agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or pesticides, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance", "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et.seq. (1990)), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

Tenant shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal and state environmental permit requirements.

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

Tenant agrees to ensure that its Premises shall be designed, constructed, operated and maintained in a manner that minimizes, to the extent reasonable possible, environmental impact through appropriate preventive measures and complies with all federal, state and local environmental requirements. Tenant agrees to evaluate methods to reduce the generation and disposal of waste materials. Waste water from maintenance or operational activities shall be pre-treated with sand and grease traps, if required.

In the case of a release, spill or leak as a result of Tenant's construction, operation or maintenance activities, Tenant shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Tenant shall reimburse the Landlord for any penalties and all cost and expense, including without limitation, attorney's fees, incurred by the Landlord as a result of the release or disposal by Tenant or any pollutant or hazardous material by Tenant.

H. Tenant agrees that nothing shall be done or kept in the Premises and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Premises which might be unsafe or hazardous to any person or property. The foregoing shall not prevent Tenant from storing (in a safe manner) commercially acceptable cleaning products provided that same are for its own use within the Premises.

I. Tenant agrees that nothing shall be done or kept in the Premises and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Premises which might impair the structural soundness of the Rink Building, result in an overload of utility, plumbing, or HVAC systems servicing the Common Area or interfere with electric, electronic or other equipment in the Common Area. In the event of violations hereof, Tenant agrees to immediately remedy the violation at Tenant's expense.

J. Tenant shall not do or permit to be done anything which might interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof in the Premises or elsewhere in the Common Area, nor do or permit to be done anything which may interfere with free access and passage in the Premises or the public areas adjacent thereto, or hinder police, fire fighting or other emergency personnel in the discharge of their duties. Further, Tenant shall not do or permit to be done anything which might interfere with the effectiveness or accessibility in or adjacent to the Premises, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto.

K. Tenant shall not place any additional lock of any kind upon any window or interior or exterior door (or security screen) in the Premises, or make any change in any existing door or window lock or mechanism thereof, unless a key therefor is maintained on the Premises as well as deposited with the building manager, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to the Landlord any and all keys to the interior or exterior doors on the Premises, whether said keys were furnished to or otherwise procured by Tenant. If any keys furnished to Tenant by Landlord are lost, Tenant shall pay the Landlord, on demand, the cost for replacement thereof.

L. Tenant assumes full responsibility for protecting Tenant's Premises from theft, robbery and pilferage and shall be solely responsible for any damage or losses resulting from the failure to do so.

M. Tenant will fully cooperate with Landlord to assure the most effective and efficient operation of all the HVAC, electrical, water and other utility systems in the Common Area. Tenant shall not undertake to regulate any thermostat other than that which is dedicated to the Premises, and shall not waste water by tying, wedging or otherwise fastening open any faucet.

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N. Tenant shall not install or operate any heating or air conditioning devices, steam or internal combustion engine, boiler or machinery in the Premises, without the consent of the Landlord, which shall not be unreasonably withheld.

O. Tenant shall not install any antenna, aerial wires or other equipment inside or outside the Premises. Tenant shall not install carpet padding or carpet by means of mastic glue or cement. Such installation shall be by tactless strip or double-faced tape only.

P. Tenant shall not use within the Premises any portable electric or other heaters, or any other similar devices which, in Landlord's judgment, are harmful or hazardous to the Rink Building and/or any of its utility systems or which consume more than the standard level of utility services for the Common Area.

VIII. MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS.

A. Maintenance and Repairs.

1. Tenant's Obligations.

a. Tenant, at Tenant's sole cost and expense, agrees to make all repairs (including replacements and alterations where necessary) necessary to keep the interior of the Premises in good order, repair and condition except those which Landlord is required to make under this Section VIII and Section XIV. The interior shall include (without limitation) each of the following to the extent same are located in the Premises:

(1) the interior faces of the exterior wall of the Rink Building;
(2) the drop ceiling;
(3) the floor coverings;
(4) the portion of the wiring, plumbing, pipes, conduits and other water, sewage, utility and sprinkler fixtures and equipment in the Premises which serve the Premises exclusively; and which are not located within the floors, walls or ceilings;
(5) all glass, which shall be replaced with glass of the same kind and quality; and/or security screens; and
(6) fixtures, signs and equipment installed by or at the expense of Tenant.

b. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as received as of the Commencement Date, excluding all of Tenant's structures, alterations and improvements approved by Landlord, ordinary wear and tear and damage by fire, earthquake, Act of God alone excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises all of Tenant's furnishings, fixtures and equipment and any signs, notices and displays place therein by Tenant.

c. Tenant agrees to repair any damage to the Premises or the Rink Building caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense. Tenant shall indemnify the Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation any claims made by any succeeding tenant founded on such delay.

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d. In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant written notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant, as Additional Rent, within thirty (30) days from date of invoice with interest thereon at the Prime Rate of interest charged by the Manufacturers and Traders Trust Company of Buffalo, New York, plus two percent (2%). Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work, except to the extent due to Landlord's gross negligence or willful misconduct.

e. Tenant shall not permit the Premises to be overloaded, damage, stripped or defaced nor suffer any waste.

f. Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their maintenance obligations as set forth herein.

2. Landlord's Obligations.

a. Landlord agrees to maintain the Common Area in the same condition as it is on the Commencement Date, which condition shall be neat, clean and unobstructed and free of rodents and other pests, reasonable wear and tear, damage by fire and other casualty excepted, unless such maintenance is required because of Tenant or those for whose conduct Tenant is legally responsible.

b. The Landlord shall have exclusive control and management over the Common Area, and may use from time to time any portion of the Common Area in connection with any work done by Landlord in the entire Rink Building, increase, reduce or change the number, types, size, location, elevation, arrangement, nature and use of any of the Common Area or the Rink Building or make any installations or modification thereof, expressly including, but not limited to, additional storage in the Rink Building or a portion thereof, booths, kiosks, temporary or freestanding units or vending devices or other additions as it deems desirable; provided, however, that subject to the terms and conditions of this Lease, Landlord will not take any action which will impede access to the Premises or the visibility thereof; or in any way restrict, prevent, or be detrimental to Tenant, in connection with the conduct of its business within the Rink Building site. Nothing contained herein shall subject the Landlord to any liability or entitle the Tenant to any compensation or reduction or abatement of rent for a change of any nature to the Common Area, nor constitute an actual or constructive eviction.

c. Landlord, at its expense, shall repair and maintain structural walls, ceilings and floors and Rink Building HVAC systems, unless such repair and maintenance is required because of acts of Tenant or those for whose conduct Tenant is legally responsible. In no event shall Landlord be responsible for the repair of alterations or improvements made or installed by or on behalf of Tenant, including but not limited to Tenant's Work.

X. ENTRY BY LANDLORD.

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A. Landlord reserves and shall at any and all reasonable times have the right to enter the Premises to inspect the same, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to improve or repair the Premises and any portion of the Rink Building for emergency and safety reasons, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the access and entrance to the Premises shall not be blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. For each of the aforesaid purposes, Landlord shall have the right to use any and all means which Landlord may deem proper to open the doors to the Premises or to otherwise gain access to the Premises, including, but only in the case of an emergency, not limited to breaking glass windows or panes of the Premises in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the Premises or any portion thereof, and in such event Landlord shall not be responsible for damage to the Premises or any expenses related to such entry.

When possible, Landlord agrees to provide Tenant with notice prior to entry, or if not possible, shall notify Tenant as soon as possible that said entry was made and the purpose therefore. Landlord shall be liable for and indemnify and hold Tenant harmless for any negligent act, theft or casualty which results from such entry.

X. ASSIGNMENT – SUBLEASING.

A. Tenant shall not assign this Lease, mortgage, encumber or otherwise dispose of any interest in this Lease without Landlord's prior written consent which may be granted or refused in Landlord's sole discretion, but such consent will not be unreasonably withheld, delayed or denied.

B. Landlord shall have the right to assign this Lease and to mortgage, encumber, or otherwise dispose of any interest in this Lease or in the Premises or Rink Building without Tenant's prior consent, and Tenant agrees to recognize and attorn to any mortgagee, transferee, or their successors or assigns, acquiring the interest of Landlord in this Lease, the Premises or the Rink Building.

XI. INDEMNITY/WAIVER OF SUBROGATION

A. Tenant hereby agrees to indemnify and hold Landlord, its officers, employees, agents and servants, harmless of and from any and all loss, costs, damages, expense or liability arising out of or in any way connected with the claim of any person that he or she has been injured in his person or property; provided, however, the foregoing indemnity shall not extend (a) to claims for injuries resulting from any act, omission, neglect or wrongdoing solely attributed to Landlord, or (b) to claims for injuries by or on behalf of employees of Landlord for injuries or damages which are compensable under New York's Worker's Compensation laws. At its own cost and expense, Tenant will defend and protect Landlord, its officers, employees, agents and servants, from any and all such claims or demands and will defend all suits instituted to enforce and/or establish such claims or demands utilizing counsel acceptable to Landlord.

B. In recognition of the fact that the Rink Building and the Common Area will be under the administration and control of Landlord, Landlord hereby agrees to indemnify and hold Tenant, its officers, employees, agents and servants, harmless of and from any and all loss, costs damages, expense or liability arising out of or in any way connected with the claim of any person that he or she has been injured in his person or property by any act, omission, neglect or wrongdoing of landlord; provided, however, the foregoing indemnity shall not extend (a) to claims for injuries resulting from any act,

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omission, neglect or wrongdoing of Tenant, or (b) to claims for t injuries by or on behalf of employees of Tenant for injuries or damages which are compensable under New York's Worker's Compensation laws. At its own cost and expense, Landlord will defend and protect Tenant, its officers, employees, agents and servants, from any and all such claims or demands and will defend all suits instituted to enforce and/or establish such claims or demands.

C. Landlord and Landlord's agents shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury , or damage to property or business, or for business interruption, which may be occasioned solely by or through the acts, omissions or negligence of any other person, or any other tenants or occupants of any portion of the Rink Building, except to the extent caused solely by the negligent act, omission or wrongdoing of Landlord.

D. It is expressly agreed that neither the Landlord nor Tenant shall be liable to the other, and each such party hereto hereby releases and waives all claims, rights or recovery, and causes of action that either such party or any party claiming by, through or under such party, by subrogation or otherwise, may now or hereafter have against the other party or any of the other party's directors, officers, employees, or agents for any loss or damage that may occur to the Rink Building, the Common Area or the Premises (and/or any and all improvements to any of the foregoing or equipment, furniture, furnishings, decorations of inventory ("Personalty") therein), any of the contents of the Premises or the Rink Building, or for any interruption in the business of either of them, if sustained by reason of fire (even if such fire is the result of the negligence or gross negligence of either of the parties hereto or any one or more of their directors, officers, employees or agents), or if sustained by reason of storm damage or the elements, or by other casualty to the extent that such loss or damage is of a type that is, by its nature, recoverable by insurance (including any deductible), regardless of whether any policy is actually in effect. Both the Landlord and Tenant shall cause their respective insurance carriers to include provisions in all applicable policies authorizing the waiver of any rights by way of subrogation each might have against the other. Then Tenant is to provide proof of acceptable insurance coverages to the Landlord.

D. Landlord and Landlord's agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Rink Building or improvements in the Rink Building, or any systems, equipment, including plumbing, heating or air conditioning, electrical wiring or insulation thereof, stairs, railing or ramps, machinery, utilities, appliances or apparatus therein, nor shall the Landlord of Landlord's agents be responsible or liable at any time for damage to any property or business of Tenant (including but not limited to interruption of Tenant's business) or those claiming by, though, or under Tenant caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of sewer pipes, down spouts, tanks, tubs, water closets, waste pipes, drain, or other pipes or caused by water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from injury done or occasioned by fire (even if caused by negligence or gross negligence of Landlord or its agents, servants or employee), wind, rain, snow or leakage of water or from the interruption in the supply of any utilities, Acts of God, or the elements, or the results from any defect or negligence in the occupancy, construction, operation or use of the Rink Building or improvements in the Rink Building, including the Premises, or any of the equipment, fixtures, machinery, appliances, or apparatus therein or from broken glass, water, snow or ice coming through the roof, doors, windows, walkways or other place or the falling of any fixtures, plaster, title, stucco or other matter, or any equipment or appurtenance becoming out of order or repair or interruption of any service. Notwithstanding the foregoing and the mutual waiver of subrogation clause described above, Landlord grants Tenant the right to pursue any of its contractors, subcontractors or other third parties responsible for damages to Tenant's Personalty as if Tenant was an assignee of Landlord's rights under contract (and at law) with respect to such parties.

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E. Tenant shall give prompt Notice to the Landlord in case of fire or other casualty or accidents in the Premises, or in the Rink Building or any defects therein, or in any of its fixtures, machinery, or equipment.

F. Tenant expressly acknowledges that all foregoing and following provisions of this paragraph shall apply and become effective from and after the Delivery Date, and shall be effective to the full extent permitted by law.

XII. INSURANCE.

A. Workers' Compensation Insurance. Tenant shall carry a policy of Workers' Compensation or Employers Liability Insurance as required under the laws of the State of New York. Such insurance will be maintained in full force at all times during the Lease term.

B. General Liability Insurance. Tenant, at its own cost and expense, shall purchase and maintain in force a policy of general liability insurance. This policy shall provide at least the coverage and limits specified immediately below.

1. The policy shall be written on a "comprehensive" general liability form and must be an "occurrence" based policy

2. Landlord shall be named an additional insured on a primary and non-contributory basis under the policy.

3. The policy shall be endorsed with a cross liability endorsement, stating that in the event that a claim is brought by one insured against another insured under the policy, or by an agent of one insured against another insured or are the insured's agent, under the policy, each insured shall be considered a separate insured for purposes of the insurance.

4. The policy shall be written with a blanket contractual liability endorsement, providing automatic coverage to the Town for bodily injury or property damage assumed under any type of written contract.

5. The policy shall include a "personal injury" and "advertising injury" endorsement. Coverage for claims arising out of false arrest, false imprisonment, defamation of character, libel and slander, sexual abuse, eviction and evasion of privacy shall also be included. These endorsements shall not contain an exclusion of coverage for claims for personal injury brought by employees of an insured.

6. 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.

7. The issuer of any policy must have a certificate of authority to transact insurance business in the State of New York. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered.

8. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Landlord and its officers, agents or employees.

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9. Each policy shall be primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and shall not be subject to any deductibles.

10. A failure by Tenant to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Tenant to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

11. If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the insurer is entitled to look only to Tenant for any further premium payment and has no right to recover any premiums from the Landlord.

C. Tenant's Personal Property Insurance. Tenant may, at Tenant's expense, insure its Premises, Tenant's Work and Tenant's Property against physical damage by the perils of fire, lightning, extended coverage, vandalism, malicious mischief and sprinkler leakage. Such insurance will be written to pay for loss for at least the "actual replacement cost," and shall be written using a coinsurance clause of not less than eighty (80) percent. Tenant will maintain an amount of insurance under such policy or policies at least equal to eighty (80) percent of the actual cash replacement value of the insure property at the time of loss. Landlord shall have no obligation to replace, restore or repair any fixture or personal property installed in or improvements made in the Premises.

D. Business Interruption Insurance. Tenant may purchase a policy of business interruption insurance to protect Tenant against loss of earnings in the event of interruption of the Tenant's business through destruction of real or personal property at the Premises by a peril insurable under a fire insurance policy. Such policy will be written on a mercantile gross earnings basis, and shall insure against a loss of earning by perils of fire and lightning, and extended coverage, vandalism, malicious mischief and sprinkler leakage.

E. Delivery of Policies of Insurance. All policies required to be effected by Tenant under this Lease shall be maintained in force throughout the Term. A certificate evidencing such policies or renewal policies so maintained shall be delivered to Landlord at the mailing address specified in this Lease on or before the Delivery Date, or in the event of a renewal policy, on or before the effective date of such renewal policy. Each such policy shall provide that the coverage without thirty (30) days advance notice and given to the Landlord at the mailing address provided herein. There will be no deductible on Tenant's insurance coverage.

XIII. TERMINATION.

A. Termination. This Lease is upon the condition that (1) If Tenant fails to pay Base Rent or any other sum due Landlord hereunder and if such failure shall continue for more than ten (10) days after written notice; or (2) if Tenant attempts to assign this Lease in violation of the provisions hereof and if such violation shall continue for more than ten (10) days after written notice; or (3) if Tenant shall fail to perform or observe any of Tenant's covenants (other than covenants to pay Base Rent and other sums due hereunder and covenants concerning assignment) and if such failure shall continue for more than thirty (30) days after notice (provided that if correction of any such matter reasonably requires longer than 30 days and Tenant so notifies Landlord within 20 days together with an estimate of time period, Tenant

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shall have a reasonable time to cure such default but only if such delay does not cause any risk or injury or damage to persons or property); or (4) if Tenant shall permanently vacate or abandon all or any portion of the Premises; or (5) if the leasehold hereby created shall be taken on execution, or by other process of law; or (6) if Tenant or any sub lessee or assignee of Tenant's interest hereunder ("Assignee") executes as assignment for the benefit of creditors, trust mortgage or similar document; or (7) if any court of competent jurisdiction issues an attachment of more than a minimal amount of the interest of Tenant or Assignee in any property and if such attachment shall continue for more that forty-five (45) days after notice; or (8) if Tenant or Assignee is or becomes insolvent; or (9) if a receiver, guardian, conservator, trustee, custodian or similar officer is appointed for any part of the property of Tenant or any Assignee and such appointment shall continue for more than forty-five (45) days after notice (and provide that Tenant does not notify Landlord that said attachment involves a bona-fide dispute); or (10) if a petition under any insolvency or bankruptcy law, including a petition for reorganization, is filed by or against Tenant or Assignee and such petition shall continue for more than forty-five (45) days after notice; then, and in any of said cases, Landlord lawfully may, in addition to any other rights for that or any preceding breach, immediately or at any time thereafter and without demand, notice or process of law, enter upon the Premises in the name of the Tenant, or mail a notice of termination addressed to Tenant at the Premises, and thereby repossess the same. Upon such entry or mailing, as the case may be, the Term shall terminated, all executory rights of Tenant and all obligations of Landlord under this Lease shall immediately cease and Landlord may expel Tenant and all persons claiming through Tenant and remove its and their effects without being deemed guilty of any trespass and without prejudice to any other remedies available for arrears of rent or other breach. Landlord may, without notice, store Tenant's effects (and those of any person acting under Tenant) at the expense and risk of Tenant or, if Landlord so elects, Landlord may sell such effects at public auction or auctions or at private sale or sales after five (5) days' notice addressed to Tenant at the Premises and at the address of the Tenant set forth above, and to any mortgagee of Tenant of which Landlord has been given written notice, and apply the net proceeds to the earliest installments of rent or other charges owing to Landlord. Landlord and Tenant herby agree that, at Tenant's sole option, a notice by Landlord alleging default hereunder shall constitute a statutory notice to quit and that, if Landlord exercises such option, any grace periods provided for herein shall run concurrently with any statutory notice and grace periods.

B. Damages. Landlord may elect by written notice to Tenant within four (4) months following termination under Section XIII.A to be indemnified for loss of rent by a lump sum payment representing the then present value of the amount of rent which would have been paid in accordance with this Lease for the remainder of the Term. The Federal Reserve discount rate (or equivalent) shall be used in calculating present values. Should the parties be unable to agree on fair market rent, the matter shall be submitted, upon the demand of either party, to the Buffalo, New York office of the American Arbitration Association, with a request for arbitration by a single arbitrator who shall be an MAI or ASREC appraiser, with such arbitration to be chosen by the strike-off method. The parties agree that a decision of the arbitrator shall be conclusive and binding upon them. Should Landlord fail to make the election provided for in this Section, Tenant shall indemnify Landlord for the loss of rent by a payment at the end of each month which would have been included in the Term, representing the difference between the rent which would have been paid in accordance with this Lease and the rent actually derived from the Premises by Landlord for such month (the amount of rent deemed derived shall be the actual amount less any portion thereof attributable to landlord's reletting expenses which have not been reimbursed by Tenant thereunder). Under no circumstances shall landlord's damages exceed the total of six (6) months' base rent and reasonable cost of Landlord as specified herein.

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C. Reimbursement of Landlord's Expenses. In the case of termination of this Lease on account of any reason specified in this Section XIII, Tenant shall reimburse Landlord for all reasonable expenses arising out of such termination, including, without limitation, all costs incurred in collecting amounts due from Tenant under this Lease (including attorneys' fees, costs of litigation and the like). The reimbursement from Tenant shall be due and payable immediately from time to time upon notice from Landlord that an expense was incurred before or after the termination.

D. Mitigation. In all events, Landlord shall use all reasonable efforts to mitigate any and all damages which may result from any termination by the Tenant hereunder. Any obligation imposed by law upon Landlord to relet the Premises shall be subject to the reasonable requirements of Landlord to develop the Rink Building in a harmonious manner with an appropriate mix of uses, terms, tenants, floor areas and terms of tenancies, etc.

XIV. DAMAGE TO PREMISES.

A. If the Common Area in which the Premises are located or the Premises or any substantial portion thereof, is destroyed by fire or other casualty event to an extent which renders it unusable, Landlord has the right to cancel this Lease or may rebuild or repair any portions of the Rink Building structure destroyed or damaged, or cause same to be rebuilt or repaired, and, the obligation of Tenant to pay Rent hereunder shall abate only during the time either the Common Area or Premises is unusable. If the rebuilding or repair of the building structure is not commenced within for (4) months after the loss occurs, Tenant may then, at its option, cancel and terminate this Agreement. Landlord shall have no obligation to rebuild under any circumstances. If such rebuilding and/or repairs are commenced, Tenant covenants to promptly rebuild and repair its Premises to the condition they were in immediately preceding the loss occurrence.

B. Partial Casualty Loss. After any damage to, or destruction of the Rink Building or any portion thereof, Tenant shall continue the operation of its business to the extent practicable from the standpoint of good business.

C. Abatement of Rent. In the event of any partial destruction of the Premises which is repaired by Landlord, for the period between the date of damage until the repairs are completed and in the event of the termination of this Lease, for the period between the date of the damage and the date of termination, the base Rent payable by Tenant shall be reduced in the proportion which the area of the Premises with improvements that are not usable bears to the total area of the Premises containing improvements. This right to a partial abatement of rent shall be Tenant's sole remedy as a result of any such damage and repair. Landlord shall not be required to make any repair or restoration of injury or damage to the any improvement or property installed on the Premises by or at the expense of Tenant; such items shall be replaced by Tenant at Tenant's sole cost and expense.

XV. SUBORDINATION.

A. Subordination. This Lease at Landlord's option shall be subject and subordinate to all ground or underlying leases which now exist or may hereafter be executed affecting the Premises or the land upon which the Premises are situated or both, and to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements or either thereof, of which the Premises are a part, or on or against Landlord's interest or estate therein, or on or against any ground or underlying lease without the necessity of the executive and delivery of any further instruments on the part of Tenant to effectuate such subordination.

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B. Subordination Agreements. Tenant covenants and agrees to execute and deliver upon demand without charge therefor, such further instruments evidencing such subordination of this Lease to such ground or underlying leases or to the lien of any such mortgages or deeds of trust as may be required by Landlord, provided Tenant receives a non-disturbance agreement consistent with the terms of this Lease. Tenant hereby appoints Landlord as Tenant's attorney-in-fact, irrevocably to execute and deliver any such agreements, instruments, releases or other documents.

C. Quiet Enjoyment. Landlord covenants and agrees with Tenant that, upon Tenant paying rent and other monetary sums due under the Lease and performing its covenants and conditions under the Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the term, subject, however, to the terms of the Lease and of any of the aforesaid ground leases mortgages or deeds of trust described above.

D. Attornment. In the event any proceedings are brought for default under any ground or underlying lease or in the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided said purchaser expressly agrees in writing to be bound by the terms of the Lease

XVII. INTERRUPTION.

A. Landlord shall not be liable to Tenant for any compensation or reduction of rent by reason of inconvenience or annoyance or for loss of business arising from the necessity of Landlord or its agents entering the Premises for any of the purposes in this Lease authorized or for repairing the Premises or any portion of the Rink Building however the necessity may occur. The foregoing notwithstanding, Landlord shall use best efforts not to disturb or interrupt Tenant and shall make every reasonable effort, without incurring additional costs, to enter the Premises for the foregoing purposes during Tenant's non-business hours. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any services or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in case of casualty, shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises. In no event shall Landlord be liable for indirect, special, consequential or other damages.

B. Landlord reserves the right to stop any service or utility system, when necessary by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary interruption of Tenant's use of the Premises.

XVIII. LANDLORD'S LIABILITY.

Tenant agrees from time to time to look only to Landlord's interest in the Rink Building for satisfaction of any claim against Landlord hereunder and not to any other property of assets of Landlord. If Landlord transfers its interest in the Rink Building (or part thereof which includes the Premises), then from and after such transfer Tenant shall look solely to the interests in the Rink Building of Landlord's transferee

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

for the performance of all of the obligations of Landlord hereunder. The obligations of Landlord shall not be binding on any partners (or trustees or beneficiaries) of Landlord or of any successor's assets described in the foregoing sentences.

XIX. SIGNS.

A. Tenant shall not inscribe, paint, affix or permit to be placed any projecting sign, marquee, awning, advertisement, sign, notice, display or placard on the exterior or roof of the Premises or upon or about the entrance doors, windows, sidewalks or areas adjacent to the Premises or visible from Common Area without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed or conditioned. Landlord reserves the right in Landlord's sole discretion to place and locate on any portion of the Rink Building of which the Premises may constitute a part but which are not leased to Tenant, such notices, signs, marquees and advertisements as Landlord may deem appropriate in the operation of Landlord's affairs. It shall be Tenant's responsibility, at Tenant's expense, to obtain such permits, licenses and approvals as may be necessary or required for the placement of such signs or other items described above, and to comply during the term hereof with all relevant laws, statutes, ordinances, rules and regulations.

B. Any such signs or other items described above installed by Tenant with Landlord's consent shall be removed at the expiration or earlier termination of the Lease at Tenant's expense and Tenant shall repair any damage caused to the Premises resulting from such removal. If Tenant fails to do so, Landlord may cause such removal and repair on Tenant's behalf at Tenant's expense. If Tenant installs such items without Landlord's consent, Tenant shall remove same promptly upon receipt of a request by Landlord to do so and shall repair the Premises accordingly. If Tenant fails to do so, Landlord may cause such removal and repair to be performed on Tenant's behalf at Tenant's expense.

Tenant recognizes that the name "Northtown Center at Amherst" is a registered trademark which Landlord is licensed to use and which may not be used for any commercial purpose by Tenant (except as the address of Tenant) unless such use has received the express prior written consent of Landlord. Landlord reserves the right to change the name and title of the Rink Building at any time during the term of said Lease. Tenant herby expressly agrees to such change at the option of Landlord and waives any and all damage occasioned thereby.

XX. PARTIAL INVALIDITY.

If any term of the Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

XXI. REMEDIES CUMULATIVE.

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in the lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

XXII. LATE CHARGE.

If any payment of Base Rent or other payment due from Tenant to Landlord is not paid after the expiration of applicable grace periods, then Landlord shall have the right, at Landlord's option, and after written notice and in addition to all other remedies hereunder, impose a late charge on Tenant (calculated commencing with the due date) equal to 15% of the amount in question each month or part thereof while said delinquency continues. Such late charges shall constitute Additional Rent hereunder payable upon demand.

XXIII. LANDLORD'S RIGHT TO CURE.

At any time after the expiration of applicable grace periods and without notice, Landlord shall have the right, but need not, cure any failure by Tenant to perform its obligations under this Lease. Whenever Landlord chooses to do so, all costs and expenses incurred by Landlord in curing any such failure, including, without limitation, reasonable attorneys' fees, together with interest thereon at a rate equal to the Prime Rate of interest charged by the Manufacturers and Traders Trust Company of Buffalo, New York, plus two (2%) percent, shall be paid by Tenant to Landlord on demand and shall be recoverable as Additional Rent.

XXIV. NOTICE.

Any notice, approval and other like communications hereunder from Landlord to Tenant or from Tenant to Landlord shall be in writing and shall be delivered by hand delivery during business hours or by certified mail, postage prepaid, and shall be deemed duly served when so delivered or mailed addressed, if to the Tenant at the Premises, or the Address of Tenant, set forth above and, if to the Landlord, at the Address of Landlord with a copy addressed to Town of Amherst, Town Attorney at the address of Landlord or at such other addresses as either party may from time to time designate by like notice to the other. Any notice by Tenant of any claimed default by Landlord shall be sent simultaneously to Landlord and to such financing parties as Landlord shall designate by notice.

XXV. HOLDOVER.

If Tenant (or anyone claiming through Tenant) remains in the Premises after the termination or expiration of this Lease, such holding over shall be as a tenant at will or tenant by the month (requiring one full calendar month's notice of termination by either party to the other) at a rent equal to 125% of the Base Rent due hereunder for the last month of the Term, and otherwise subject to all of the covenants and conditions of this Lease as though it had originally been a monthly tenancy, provided, however, that Landlord shall give Tenant notice of the implementation of this Section of the Lease. Notwithstanding the foregoing, if Landlord desires to regain possession of the Premises promptly after the termination or expiration hereof and prior to acceptance of rent for any period thereafter, Landlord shall have the right, at landlord's option, forthwith re-enter and take possession of the Premises or any part thereof without process or by any legal process in force in the State of New York.

XXVI. ESTOPPEL CERTIFICATES.

At the request of either party, from time to time, Landlord and/or Tenant, as the case may be, agrees to execute and deliver to the other a certificate which acknowledges the dates on which the term of this Lease begins and ends, tenancy and possession of the Premises and recites such other facts concerning any provision of this Lease or payments made under this Lease which Landlord, Tenant or a mortgagee or lender or a purchaser or prospective purchaser of the Rink Building or any interest therein or any other party may from time to time reasonably request. Landlord and Tenant each acknowledge that the

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

execution and delivery of such certificates in connection with a financing or sale in a prompt manner may constitute requirements of Landlord's and/or Tenant's financing and/or property dispositions, and Landlord and Tenant shall indemnify one another against all damages (including consequential damages in the nature of increased costs or less of any such transactions, and including attorney's fees) directly or indirectly resulting from a failure to comply herewith (notwithstanding, in the case of Landlord's obligation only, that the grace or notice period provided in this Lease may not have expired).

XXVII. SUCCESSORS AND ASSIGNS.

This Lease and the covenants and conditions herein contained shall inure to the benefit of Tenant and only such assignees of Tenant as are permitted hereunder. Then Tenant cannot assign this Lease without the prior written consent of the Landlord.

XXVIII. WAIVER.

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of the Lease, or, with respect to such failure of Landlord, any of Rink Building rules and regulations whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any of said rules and regulations against any other tenant of the Rink Building be deemed a waiver of any rules or regulations. The receipt by Landlord of Base Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, or by Tenant, unless such waiver shall be in writing and signed by the party whose waiver is claimed. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

XXIX. ACCORD AND SATISFACTION.

No acceptance by Landlord of a lesser sum than the Base Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy pursuant to this Lease. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or as a surrender of the Premises.

XXX. ENTIRE AGGREEMENT.

This Lease contains all of the agreements between Landlord and Tenant with respect to the Premises and supersedes all prior writings and dealings between them with respect thereto.

XXXI. NO AGREEMENT UNTIL SIGNED.

The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Premises or an offer to lease and no legal obligations shall arise with respect to the Premises or other matters herein until the Lease is executed and delivered by Landlord and Tenant.

XXXII. COUNTERPARTS.

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

This Lease may be executed in counterparts and shall constitute the agreement of Landlord and Tenant whether or not their signatures appear in a single copy hereof.

XXXIII. CHOICE OF LAW.

This Lease shall be construed in accordance with the laws of the State of New York.

XXXIV. TITLES.

The titles in this Lease are for convenience only and shall not be considered a part of the Lease.

XXXV. NO PARTNERSHIP.

Nothing herein or elsewhere contained in this Agreement shall in any manner be deemed to create a partnership, joint venture or employee-employer relationship between Landlord and Tenant. It is the intention of the parties that Tenant operates as an independent contractor.

XXXVI. LEGAL FEES AND EXPENSES.

If at any time during the Term of this Lease the Landlord shall institute any action or proceeding against the Tenant r relating to the provisions of this Lease Tenant agrees to reimburse the Town for all reasonable expenses for attorney's fees, paralegal fees and all costs ,disbursements and expenses (hereinafter Litigation costs)incurred therein by the Town . Such reimbursement shall include all l Litigation Costs incurred prior to trial, at trial and at all levels of appeal and post judgement proceedings.

XXXVII. WAIVER OF JURY TRIAL.

The parties herby waive trial by jury in any action, proceeding or counterclaim brought be either party against the other, arising out of this Lease, or out of Tenant's use or occupancy of the Premises.

XXXVIII. AMENDMENTS.

No other arrangements relating hereto, either verbal or otherwise, exist and the parties hereunto agree that this Agreement may not be amended except in writing in writing and approval of said change obtained by a majority vote of the Town Board. An amendment must be in strict compliance with Town Law 64(6).

XXXIX. FORCE MAJEURE – strikes, lockouts, labor disputes, civil commotion, warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, litigation, inability to obtain any material, service or financing, Acts of God, fire or other casualty, or other cause beyond the control of either party.

XL. ADDITONAL PREMISES.

A. Right to Terminate Lease. In the event Tenant is unable to generate sufficient revenues to allow it to cover reasonable operating costs, due to a lack of demand or inability to retain/obtain sufficient lines of desirable merchandise, Tenant may terminate this Lease and shall be released from all obligations hereunder. Notwithstanding the above, Tenant may not terminate this Lease prior to September 30, 2024.

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

To effectuate termination hereunder, Tenant must provide Landlord with at least six (6) months advance written notice of its intent to exercise its termination rights. Said notice period shall not commence prior to September 30, 2024.

As consideration for this Right of Termination, Tenant's owners shall personally guarantee the Base Rent for the period October 1, 2022 through September 30, 2024; and, additional, shall forfeit to Landlord all of Tenants leasehold improvements. (Not to include freestanding fixtures, inventory, equipment, furniture, supplies or the checkout structure.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals as of the _____ day of _____ 2022.

TOWN OF AMHERST (Landlord)

By:_____

Brian J. Kulpa, Supervisor

SUPERSPORTS, LLC (Tenant)

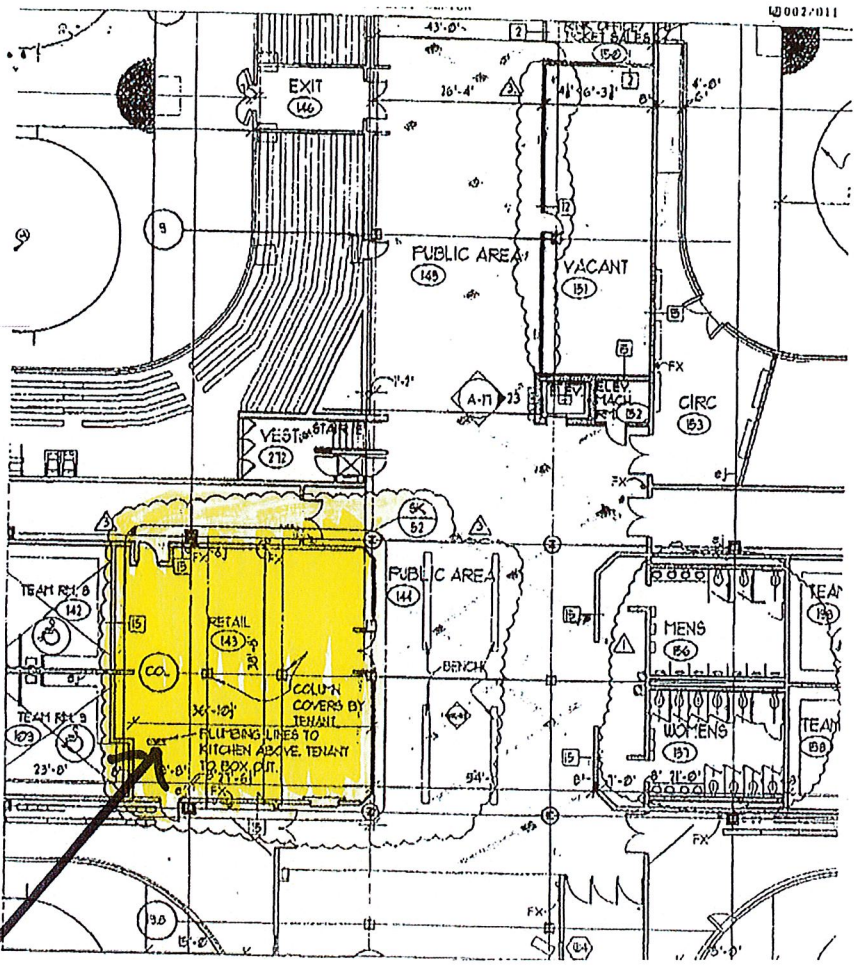
By:_____

Title: CEO

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

Exhibit "A"

Exhibit A

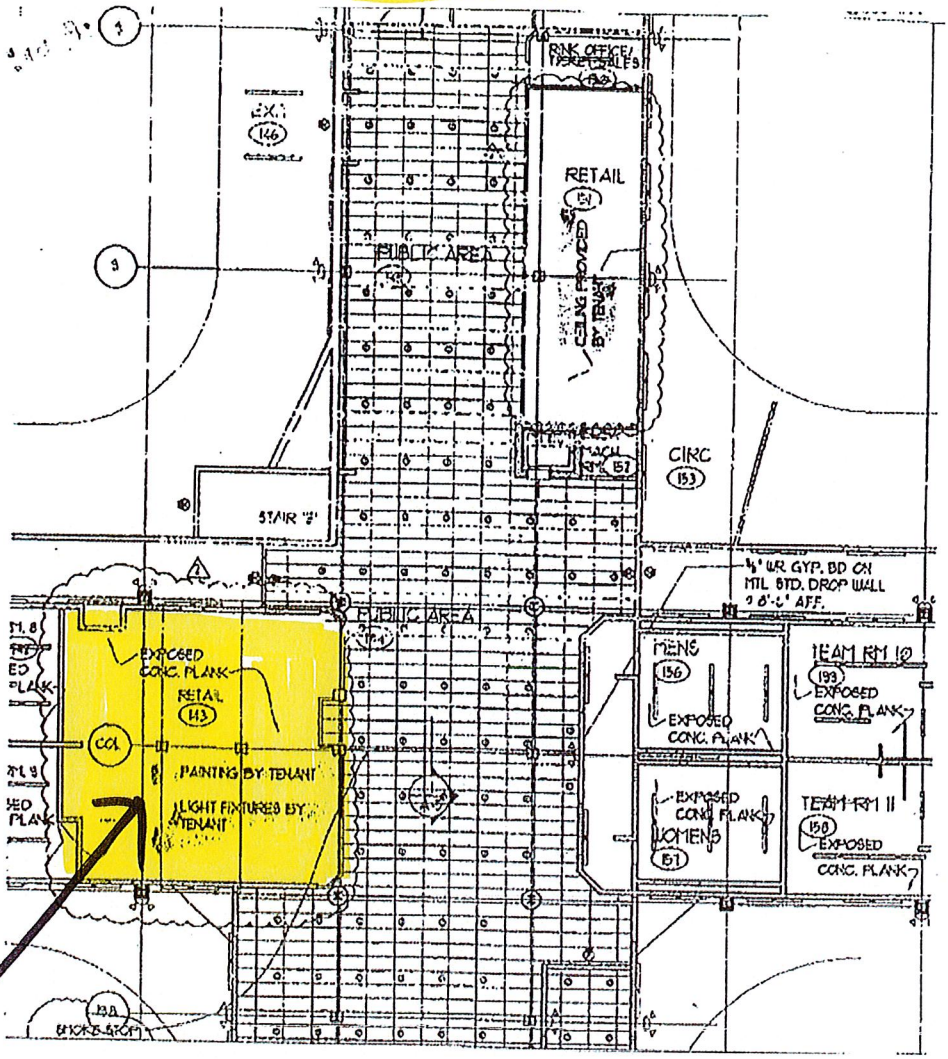


SPACE BEING LEASED

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

Exhibit "B"

Exhibit B



SPACE BEING LEASED

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

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

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

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

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

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

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

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

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

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

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

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

Agreed to and Accepted by:

_____
Print Name of Company

By: _____
Signature

DAVID MARRONE
Printed name

Date: 21 Sept '22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

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: Supersports LLC

Signature: [signature]

Print Name: DAVID MARRONE

Title: CEO

Date: 21 Sept '22

PATRICE K. FISCHER
No. 01SM6164366
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 04/16/2023

Sworn To Before Me This
21st Day of September, 2022
Patrice K Fischer
Notary Public

Revised 4.2017

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2022

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

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

PRODUCER	CONTACT NAME: Jean Young	
Hoffman-Hanafin & Associates, LLC 500 Seneca Street Suite 303 Buffalo NY 14204	PHONE (A/C, No, Ext): (716) 842-0700	FAX (A/C, No): (716) 608-1405
	E-MAIL ADDRESS: jyoung@hoffmanhanafin.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Front Row Sports, DBA: Supersports The Hockey & Skating Co LLC 133 Front Street North Thorold ON L2V 0A3	INSURER A : ACE Property & Casualty Insurance Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22-23 LU **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		D96134435	05/19/2022	05/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			D96134447	05/19/2022	05/19/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Town of Amherst is an additional insured under the General Liability per written contract.

RE: 1615 Amherst Manor Drive, Williamsville, NY 14221

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) SUPERSPORTS - THE HOCKEY & SKATING COMPANY, LLC 1060 UNION RD WEST SENECA, NY 14224 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 (905) 680-4588 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1554589
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 THE PHOENIX INSURANCE COMPANY 3b. Policy Number of entity listed in box "1a" UB-0N681779-22 3c. Policy effective period 01/01/2022 to 01/01/2023 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 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: Michael James Mulligan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Michael J Mulligan
(Signature) 09/08/2022 (Date)

Title: 2VP BI Small Commercial Operations

Telephone Number of authorized representative or licensed agent of insurance carrier: (877) 362-6785

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

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

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: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

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)
SuperSports LLC
1615 Amherst Manor
Buffalo, NY 14221

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
905-680-4588

1c. Federal Employer Identification Number of Insured or Social Security Number
16-1554589

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
The Town of Amherst
1615 Amherst Manor Dr
Williamsville, NY 14221

3a. Name of Insurance Carrier
AmGUARD Insurance Company

3b. Policy Number of Entity Listed in Box 1a
DB03305982.1

3c. Policy Effective Period
01/01/2022 to 01/01/2023

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 09/22/2022 By David D. Simmons
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-673-2465 Name and Title Dave Simmons Vice President of Sales

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)

Attachment: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

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: Lease Agreement - Supersports LLC (RES-2022-1159 : Lease Agreement (Supersports) - CRS #3681)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26718 **RESOLUTION 2022-1160** **ADOPTED**

Winter Market Vendor (Fetzer) - CRS #3712

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Samantha Fetzer for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

[redacted]

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

Samantha Fetzer
9640 Ellicott Street
Angola, NY 14006
716-525-5521
samifetzer@yahoo.com
October 30, 2022

Dear Ms. Fetzer:
This is your agreement to participate in the Town of Amherst, Holiday Market at the Northtown Center 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: Sammie Fetzer 716-525-5521
Samantha Fetzer, DBA Samantha Fetzer, Artist, agrees to indemnify and hold harmless 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 agents, districts, commissions, and boards from liability arising from the participation of the above described event.
AGREEMENT:
DATES and TIMES:
December 11, 2022, 9am-1pm (Setup beginning at 7am, and tear down from 1pm-2pm)
LOCATION: Northtown Center, 1615 Amherst Manor Drive, Williamsville, NY 14221

Agreed to and approved by:

Samantha Fetzer — Print Name
11-3-22 — Date

Sammie Fetzer — Signature

MS. — Title

Town of Amherst:

Brian J. Kulpa, Supervisor — Date

Attachment: SamanthaFetzerContract (RES-2022-1160 : Winter Market Vendor (Fetzer) - CRS #3712)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26719 **RESOLUTION 2022-1161** **ADOPTED**

Winter Market Vendor (Pobedinsky) - CRS #3713

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Joni Pobedinsky for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
FAX 716-631-7036
www.amherst.ny.us

BRIAN J. KULPA
Supervisor
716-631-7032

JACQUALINE G. BERGER
Deputy Supervisor/ Councilmember

Councilmembers:
DEBORAH BRUCH BUCKI RN, PhD
SHAWN A. LAVIN
MICHAEL SZUKALA

Joni Pobedinsky
2414 Kensington Ave
Amherst, NY 14226
716 939 7121
amherstny4h@gmail.com
Amherst NY 4-H

October 30, 2022

Dear Ms. Pobedinsky:
This is your agreement to participate in the Town of Amherst, Holiday Market at the Northtown Center 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: Joni Pobedinsky 716-939-7121
Joni Pobedinsky, DBA/AKA Amherst NY 4-H, agrees to indemnify and hold harmless 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 agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:
December 11, 2022, 9am-1pm (Setup beginning at 7am, and tear down from 1pm-2pm)
LOCATION: Northtown Center, 1615 Amherst Manor Drive, Williamsville, NY 14221

Agreed to and approved by:

Joni Pobedinsky
Print Name

11/3/2022
Date

Signature

DBA/AKA Amherst NY 4-H
Title

Town of Amherst:

Brian J. Kulpa, Supervisor

Date

Attachment: JoniPobedinskyContractAmherst4H (RES-2022-1161 : Winter Market Vendor (Pobedinsky) - CRS #3713)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26720 **RESOLUTION 2022-1162** **ADOPTED**

Winter Market Vendor (Paradise in Pink) - CRS #3714

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Paradise in Pink Boutique for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

FINANCIAL IMPACT:

None

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

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

To be considered for participation the Town of Amherst Youth & Recreation/Parks Holiday Market, please complete this contract/application and submit ***ALL*** pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed

Attachment: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

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: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

The deadline to submit a contract and COI for the 2022 Holiday Market is October 26, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link. Vendors may use this link to complete their registration for the HOLIDAY MARKET only. Vendors may not share the link with any other party and/or vendor(s). Resource coordinator will confirm participation based on qualified vendor submissions prior to October 25. 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 HOLIDAY MARKET, 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: Paradise in Pink Boutique

Contact: Lisa McCue

Address: 999 Balmer Rd, B21, Youngstown, NY 14174

Email Address: paradiseinpinkboutique@gmail.com Phone: (716)803-7563

Please give a Description of Services and/or Items to be sold:
Men's / Women's Fashion jewelry, sterling silver, small home goods, womens accessories.

Town of Amherst – Youth and Recreation

Attachment: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than October 26, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

AMHERST TOWN Parks

*Vendors will be placed on a first come first serve basis or as best fits as determined by the Town of Amherst. **Applications and contract must be properly completed and received, insurance certificate filed no later than October 26, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant _____ Date 10/20/22

Signature of Town Supervisor _____ Date _____

Attachment: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

TOWN OF AMHERST
FIRE SAFETY DIVISION
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

(p) (716) 631-7140
(f) (716) 631-7192
firesafety@amherst.ny.us
amherst.ny.us/firesafety

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.
15. Open or exposed flames shall not be permitted inside, or located within 20 ft. of the tent, unless approved by the Fire Inspector per section 3107.4 2020 Fire Code of NYS.
16. Portable fire extinguishers, with current inspection tags, shall be located on site at all times. Quantities and location to be pre-determined by the Fire Inspector per section 3107.9 2020 Fire Code of NYS.

Attachment: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

AMHERST TOWN Parks



. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.



18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Lisa McCue

Signature: Lisa McCue

Date: 10/20/22

Attachment: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE 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 t the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to th certificate holder in lieu of such endorsement(s).

PRODUCER
Mastantuono Agencies
419 Center St
Charlotte NC 28262

CONTACT NAME: Phil Mastantuono
PHONE (A/C, No, Ext): 716-754-3880 **FAX (A/C, No):** 716-754-3981
E-MAIL ADDRESS: philm@allstate.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paradise In Pink
999 Balmer Rd
Youngstown NY 14174

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 PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI 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			CPS4011416	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The Town of Amherst is named as an additonal isnured 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 BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserv

Attachment: ParadiseinPinkContractwCOL (RES-2022-1162 : Winter Market Vendor (Paradise in Pink) - CRS #3714)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26722 **RESOLUTION 2022-1163** **ADOPTED**

Winter Market Vendor (Buffalo Aquatics) - CRS #3669

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Buffalo Aquatics LLC for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

FINANCIAL IMPACT:

None

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

Town of Amherst – Youth and Recreation
Town Parks General Event Contract

RETAIL VENDOR

To be considered for participation the Town of Amherst Youth & Recreation/Parks Holiday Market, please complete this contract/application and submit ***ALL*** pages in PDF format to:

Elizabeth M. Graczyk
Resource Coordinator
Town of Amherst, Youth and Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
716-631-7132, Ext. 7550
egraczyk@amherst.ny.us

In addition to this contract, all applicants must also submit a valid Certificate of Insurance (COI) naming the Town of Amherst as additional insured. Page 9 of this contract includes a sample of how the COI must be completed. When submitting a general event contract, a valid COI must be included. Any contracts submitted without a valid COI will not be considered. COI may be submitted under separate cover and emailed to egraczyk@amherst.ny.us.

Vendor shall take out and maintain during the life of this Agreement, such general liability and property as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town for approval by submitting at least a Certificate of Insurance OR an Accord 25 and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed

Attachment: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

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: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

The deadline to submit a contract and COI for the 2022 Holiday Market is October 26, 2022.

Vendors meeting contract and COI requirements will be emailed an online sign-up/registration link. Vendors may use this link to complete their registration for the HOLIDAY MARKET only. Vendors may not share the link with any other party and/or vendor(s). Resource coordinator will confirm participation based on qualified vendor submissions prior to October 25. 2022.

Vendors meeting contract and COI requirements will be provided with event information, such as setup instructions, social media promotions, and marketing information from the Parks staff within 30 days of each event.

For further questions with regard to 2022 HOLIDAY MARKET, 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: Buffalo Aquatics, LLC

Contact: Alison Harris

Address: 7950 Transit Rd Williamsville, NY 14221

Email Address: alison.harris@goldfishss.com Phone: 716-418-0778

Please give a Description of Services and/or Items to be sold:

Swimming lessons and Swimming apparel

Attachment: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

Town of Amherst – Youth and Recreation

General Event Rules and Regulations

Applies to ALL participants.

1. **Appearance and presentation** of the booth is critical to the overall aesthetic of the event and to your retail success. The Town of Amherst wants to ensure that everyone has the best possible experience. The **EVENT STAFF** determines booth placement.
2. Events are held **rain or shine.** Please dress and prepare accordingly, with respect to the season and potential weather.
3. **Vendor applications/contracts are due no later than October 26, 2022. Vendors will be contacted via phone or email to confirm acceptance of contract.**
4. The Town of Amherst reserves the right to decline registration to vendors for any reason including, but not limited to, incompatibility with our mission, inappropriate retail items for family friendly events, all available spaces have been filled, etc.
    a. Those vendors/exhibitors who do not comply with the Rules and Regulations may be denied participation in future years.
5. The "standard" **VENDOR BOOTH** consists of a 10x10 space:
    a. All vendor activities must be confined to allotted booth space area, including giveaways, petitions, surveys, music, etc.
6. **TENTS are required for each VENDOR BOOTH**.
    a. It is the responsibility of the vendor to provide their own tent for the event.
    b. All tents must be safely secured, in the event of severe weather including high winds.
        i. Other acceptable options: sandbags or cinder blocks – all attached to tent structure.
    c. Tents are not allowed on the walkways, sidewalks, drives, or right of ways. A site map will be provided prior to the event.
7. **VENDORS** are expected to conduct themselves in a professional manner and keep the following in mind:
    a. Each vendor is responsible for his/her booth and all items in it.
    b. Vendors must ensure their space is occupied for the duration of the event, the Town of Amherst is not responsible for booths/tents/vendor spaces left unoccupied before, during, or after event hours. Vendors may not leave events early, except in emergency situations.
    c. Vendors are responsible for the set-up, maintenance and removal of his/her own booth, merchandise and trash. The booth must be removed and the area cleared of any debris within one hour of the event closing.

Attachment: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

d. Food items/beverages CANNOT be sold or given away for on-site consumption unless all necessary local, state and Erie County Health Department permits are secured. It is the responsibility of the vendor to find and secure all necessary permits for his/her booth.
e. All samples must comply with Food Vendor Rules, listed in the Food Vendor section below.
f. NO SMOKING anywhere throughout the event/park grounds.

8. Sales tax for items sold at event must be paid by vendors in compliance with local and state tax law.
9. Vendor must abide by all set-up instructions, in particular, set-up hours. Please refer to set-up documentations provided to confirmed vendors for event specifics.
    a. Late arrivals will forfeit their space.
9. Parking – All vendor vehicles must be unloaded and parked either behind the vendor space/tent, or parked in in another approved area 30 minutes prior the event start time, no exceptions.

10. **ELECTRICITY, heat, and the use of gas or propane generators is permitted at the Market at Bassett Park and may be considered at other park locations (please contact the Resource Coordinator for information on other locations/events.) Check the appropriate box below if you intend to use a vendor provided portable generator and/or other combustible device. All tents are subject to fire safety and code inspection. All applicants must complete the tent permit memo regardless of intended use of a gas or propane generator.**

☐ I intend to use a portable generator and/or other combustible device. I have read, understand, and signed the fire safety/tent permit memo attached to this contract.

☒ I do NOT intend to use any portable generator and/or other combustible device.

11. All vendors must agree to and sign the prepared event fire safety memo, as well as the tent permit procedures document, and submit the reduced-fee payment, *if required.* All vendors must provide and display their own 5lb ABC fire extinguisher for any market they are participating in.

Attachment: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

*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 October 26, 2022.** Vendors must remain at their spaces assigned at setup, for the duration of the event. All booths will have a 10 foot perimeter, and follow all fire safety/tent permit requirement at all times.

General Release and Acceptance Agreement: This Applicant has read the rules of the event(s) and agrees to abide by them. The Applicant releases The Town of Amherst and its agents and employees from any and all liability for any injury, loss, theft, damages, expenses, causes to action, lawsuits and other claims arising from injury to persons or property. **All vendors are required to file a $1,000,000 Certificate of Liability Insurance listing the Town of Amherst as additional insured with the Town of Amherst prior to the event.**

By signing and submitting this registration application and contract, I acknowledge that I have read and agree to follow the Town of Amherst General Vendor Rules and Regulations. It is imperative that each vendor read and understand the event rules and regulations outlined therein.

Signature of Applicant Alison Harris Date 11/10/22

Signature of Town Supervisor _____ Date _____

Attachment: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

TOWN OF AMHERST
FIRE SAFETY DIVISION
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

(p) (716) 631-7
(f) (716) 631-71
firesafety@amherst.ny.
amherst.ny.us/firesafety

TENT PERMIT PROCEDURES

1. A Fire Prevention Permit is required for all tents in excess of 400 square ft.
2. All tents must meet the requirements of Chap. 31 of the 2020 Fire Code of NYS and NFPA 102.
3. A detail site and floor plan including means of egress, seating arrangement, location and type of heating and electrical equipment.
4. A Town of Amherst licensed electrician is required for any hardwiring of lights or outlets.
5. A Fire Inspector must inspect prior to occupying. An Electrical Inspector must inspect installed hardwiring.
6. Fire apparatus access roads must be provided, maintained and unobstructed at all times.
7. An unobstructed fire break passageway of not less than 12 ft. wide and free of obstructions shall be maintained on all sides of the tent unless otherwise approved by the Fire Inspector.
8. For tents, access, location and parking shall be per section 3103.8 2020 Fire Code of NYS.
9. Provide a flame resistive certificate at time of application if it is not affixed to the tent.
10. Tents shall be adequately roped, braced and anchored to withstand the elements of weather and to prevent against collapsing. Per section 3103.9 2020 Fire Code of NYS.
11. Means of Egress and number of Exits shall be determined at time of application by using the detailed floor plan per section 3103.12 2020 Fire Code of NYS.
12. Illuminated Exit signs and Emergency lighting is required with an occupant load of 50 or more. This equipment must be operational at the time of inspection. Per section 3103.12.6 and 3103.12.7 2020 Fire Code of NYS.
13. Hay, straw or other combustible material or decorations are prohibited unless approved by the Fire Inspector. Per section 3107.2 2020 Fire Code of NYS.
14. Smoking is prohibited under the tent per section 3107.3 2020 Fire Code of NYS.

Attachment: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

17. Heating and cooking equipment authorized by the Fire Inspector shall be installed per applicable codes and section 3107.12 2020 Fire Code of NYS.

18. LP Gas shall be used, stored and maintained per section 3107.13 2020 Fire Code of NYS.

19. Motor vehicles displayed under tents must meet section 3107.15 2020 Fire Code of NYS.

20. Separation of generators must meet section 3107.16 2020 Fire Code of NYS – Generally 20 ft.

21. Standby personnel, where required, must meet section 3107.17 2020 Fire Code of NYS.

22. Combustible vegetation & waste material must comply with section 3107.18 and 3107.19 2020 Fire Code of NYS – Generally 30 ft. clearance.

23. Inspections must be completed prior to use or event, with all the above requirements in place.

A permit may be revoked because of any false statement or misrepresentation of material fact in the application or because of failure to supply additional information required within a reasonable time, or because of change in activity, operation, location, ownership or use. (Chap 83 Town of Amherst Code)

Print: Alison Harris

Signature: Alison Harris Date: 11/10/2022

Attachment: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/18/2022

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	Insurance Consultants Group LLC 20180 CENTER RIDGE ROAD ROCKY RIVER OHIO 44116	**CONTACT NAME:** MATT BRIGGS **PHONE (A/C, No, Ext):** 440-356-2055 **FAX (A/C, No):** 440-331-1482 **E-MAIL ADDRESS:**	
		INSURER(S) AFFORDING COVERAGE	**NAIC #**
		INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED	Buffalo Aquatics LLC 7950 Transit Rd Buffalo NY 14221	**INSURER B :**	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☑ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	PHPK1946660	07/12/2022	07/12/2023	EACH OCCURRENCE	$	1,000,0
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,0
							MED EXP (Any one person)	$	5,0
							PERSONAL & ADV INJURY	$	1,000,0
							GENERAL AGGREGATE	$	3,000,0
							PRODUCTS - COMP/OP AGG	$	2,000,0
								$	
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	Y	Y	PHPK1946660	07/12/2022	07/12/2023	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,0
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	☑ **UMBRELLA LIAB** ☑ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y	Y	PHPA034079	07/12/2022	07/22/2023	EACH OCCURRENCE	$	1,000,0
							AGGREGATE	$	1,000,0
								$	
A	**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	y	PHPK1946660	07/12/2022	07/12/2023	☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,0
							E.L. DISEASE - EA EMPLOYEE	$	1,000,0
							E.L. DISEASE - POLICY LIMIT	$	1,000,0
A	EMPLOYMENT PRACTICES	Y	Y	PHSD 1407413	07/12/2022	07/12/2023			100,0
A	Participant Accident	y	y	PHSD 1407413	07/12/2022	07/12/2023			50,0

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

The Town opf Amherst is named as an additional insured on a primary and non contributory basis. Workers compnesation includes owners.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Matthew D Briggs

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Attachment: BuffaloAquaticsContract UPDATED (RES-2022-1163 : Winter Market Vendor (Buffalo Aquatics) - CRS #3669)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26732 **RESOLUTION 2022-1164** **ADOPTED**

Winter Market Vendor (Hillman) - CRS #3722

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Jennifer Hillman for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
FAX 716-631-7036
www.amherst.ny.us

BRIAN J. KULPA
Supervisor
716-631-7032

JACQUALINE G. BERGER
Deputy Supervisor/ Councilmember

Councilmembers:
DEBORAH BRUCH BUCKI RN, PhD
SHAWN A. LAVIN
MICHAEL SZUKALA

Jennifer Hillman
3397 Old Lakeview Rd
Hamburg, NY 14075
jennhillman@gmail.com

September 7, 2022

Dear Ms. Hillman:
This is your agreement to participate in the Town of Amherst, Holiday Market at the Northtown Center 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: Jenn Hillman 716 880 9935
Jennifer Hillman, DBA, Jennifer Hillman, Author, agrees to indemnify and hold harmless 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 agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:
December 11, 2022, 9am-1pm (Setup beginning at 7am, and tear down from 1pm-2pm)
LOCATION: Northtown Center, 1615 Amherst Manor Drive, Williamsville, NY 14221

Agreed to and approved by:

Jennifer Hillman — Print Name
9-11-2022 — Date
Jennifer Hillman — Signature
Author — Title

Town of Amherst:

Brian J. Kulpa, Supervisor — Date

Attachment: JenniferHillmanArtistContract (RES-2022-1164 : Winter Market Vendor (Hillman) - CRS #3722)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26733 **RESOLUTION 2022-1165** **ADOPTED**

Winter Market Contract (Covino) - CRS #3739

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Michele Covino for participation in the Winter Market at the Northtown Center, pending successful completion of the contract routing process.

11/22/2022
Consent

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

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

Michele Covino
67 Beard Avenue
Buffalo, NY 14214
Threaded Needle Art with Heart/Perfectly Imperfect wood
Mrs.michelecovino@gmail.com
716-982-8498

November 4, 2022

Dear Mrs. Covino:
This is your agreement to participate in the Town of Amherst, Holiday Market at the Northtown Center 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: Michele Covino 716-982-8498
Michele Covino, DBA Threaded Needle Art with Heart/Perfectly Imperfect wood, agrees to indemnify and hold harmless 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 agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:
December 11, 2022, 9am-1pm (Setup beginning at 7am, and tear down from 1pm-2pm)
LOCATION: Northtown Center, 1615 Amherst Manor Drive, Williamsville, NY 14221

Agreed to and approved by:

Michele Covino _____ 11/4/22
Print Name Date

Michele Covino
Signature

Owner
Title

Town of Amherst:

_____ _____
Brian J. Kulpa, Supervisor Date

Attachment: MicheleCovinoContract (RES-2022-1165 : Winter Market Contract (Covino) - CRS #3739)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26735 **RESOLUTION 2022-1166** **ADOPTED**

Winter Market Vendor (Roberts & Syracuse) - CRS #3704

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Danielle Roberts & Alexis Syracuse for participation in the Winter Market at the Northtown Center.

11/22/2022
Consent

FINANCIAL IMPACT:

None

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

TOWN OF AMHERST

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7013
FAX 716-631-7036
www.amherst.ny.us

BRIAN J. KULPA
Supervisor
716-631-7032

JACQUALINE G. BERGER
Deputy Supervisor/ Councilmember

Councilmembers:
DEBORAH BRUCH BUCKI RN, PhD
SHAWN A. LAVIN
MICHAEL SZUKALA

Danielle Roberts and Alexis Syracuse
Topknot Mamas
80 Truesdale Rd
716-870-0645
topknot.mommas@gmail.com

October 14, 2022

Dear Ms. Roberts and Ms. Syracuse:
This is your agreement to participate in the Town of Amherst, Holiday Market at the Northtown Center 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: 716-870-0645.
Danielle Roberts and Alexis Syracuse, DBA Topknot Mamas, agrees to indemnify and hold harmless 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 agents, districts, commissions, and boards from liability arising from the participation of the above described event.

AGREEMENT:
DATES and TIMES:
December 11, 2022, 9am-1pm (Setup beginning at 7am, and tear down from 1pm-2pm)
LOCATION: Northtown Center, 1615 Amherst Manor Drive, Williamsville, NY 14221

Agreed to and approved by:

Danielle Roberts — Print Name
10/27/22 — Date

[signature] — Signature

Partner — Title

Town of Amherst:

Brian J. Kulpa, Supervisor — Date

Attachment: TopKnotMamasContract (RES-2022-1166 : Winter Market Vendor (Roberts & Syracuse) - CRS #3704)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Town Clerk
DOC ID: 26754

COMMUNICATION 2022-118 **REFERRED**

Correspondence from Paul Ciminelli

Letter from Paul Ciminelli regarding Proposed Amendments to Town of Amherst Zoning Code - Roswell Park Project - 203 Park Club Lane.

11/22/2022
Referred to Town Attorney & Planning.

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

Ciminelli
REAL ESTATE CORPORATION

November 16, 2022

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Proposed Amendments to Town of Amherst Zoning Code
Roswell Park Project – 203 Park Club Lane

Dear Supervisor Kulpa and Councilmembers:

The Town Board will be holding a public hearing during its upcoming meeting on Monday, November 21st at 7:00 p.m. in connection with proposed amendments to the Town of Amherst Zoning Code ("Zoning Code Amendments") including the proposed amendments to the minimum parking requirements for a "Surgical Center/Treatment Facility" as defined in Section 2-4 of the Zoning Code Amendments.

Pursuant to Section 7-1-6A of the Zoning Code Amendments, the parking standard for a Surgical Center/Treatment Facility" consists of 3.5 spaces per 1000 sf of net floor area. The definition of a Surgical Center/Treatment Facility contained in Section 2-4 of the Zoning Code Amendments is as follows:

> "An ambulatory care facility that provides same day surgical services outside of a traditional hospital setting: including a medical facility that provides health treatment services for cancer care. dialysis treatment and similar treatments. Such facility is distinguished from a general medical office. wherein the patient visitation requires a longer duration due to the treatment service rendered."

We are requesting that the definition of a Surgical Center/Treatment Facility be modified to state as follows:

> "An ambulatory care facility that provides same day surgical services outside of a traditional hospital setting; including a medical facility that provides health treatment services for cancer care, dialysis, infusion and other treatments that require a longer duration of medical service as well as accessory clinical, professional and administrative uses located within such a medical facility. Such a medical facility is distinguished from a general medical office, wherein the patient visitation involves a shorter duration of medical services rendered."

The reason we are requesting that the definition of a Surgical Center/Treatment Facility be updated as stated above is to ensure that such use includes accessory clinical, professional and administrative uses located within the same facility for which the principal use consists of a

Attachment: Kulpa-Ltr-Town Board-11-16-22 (COM-2022-118 : Correspondence from Paul Ciminelli)

medical facility that provides health treatment services for cancer care, dialysis, infusion and other treatments that require a longer duration of medical service.

We are also requesting that the list of PUBLIC AND CIVIC USES as set forth in Section 7-1-6A of the Zoning Code Amendments be modified to include an additional category of land use consisting of "Office, Administrative support for health care organizations" with a parking requirement of 3.5 space per 1,000 sf. of net floor area.

This proposed category would include office space being utilized by a health insurance company such as Univera Healthcare at 205 Park Club Lane, which provides healthcare related services at 205 Park Club Lane, but does not provide any direct patient care related services. The business model of these types of companies has changed dramatically as a result of technological advances and the Covid-19 pandemic, such that a large percentage of employees no longer work a typical 9 to 5 schedule five days a week at the location of the company's office space.

We are respectfully requesting that the Town Board consider our suggested modifications to the Zoning Code Amendments during its upcoming public hearing to be held on November 21st.

Sincerely,

Paul Ciminelli

cc: Jacqualine Berger, Deputy Supervisor
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Daniel Ulatowski, Assistant Planning Director/ZEO
James Gottstine, Ciminelli Real Estate Corp.
Erik Wagner, Ciminelli Real Estate Corp.
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Attachment: Kulpa-Ltr-Town Board-11-16-22 (COM-2022-118 : Correspondence from Paul Ciminelli)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Councilmembers
DOC ID: 26713

COMMUNICATION 2022-119 **REFERRED**

Rodent Infestation and Invasive Species in Amherst New York

Resident writes regarding rodent infestation and invasive plants in Amherst New York.

11/22/2022
Referred to Attorney and Animal Control.

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

Sandra M. Koerber

[redacted]

Williamsville, New York 14221

[redacted]

October 10, 2022

Honorable Town Board of Amherst

5583 Main Street

Amherst, New York 14221

Re: Rodent Infestation and Invasive Species in Amherst New York

Gentlemen:

I am writing to you today because there is a rodent infestation which has manifested in the Sheridan Drive Frankhauser Road area. Within the last three months I have incurred expenses totaling $440.00 due to rodent damage to my home central air unit and my vehicle. The infestation and damage was originally reported to the Amherst Building Dept. who directed me to the Erie County Health Dept.

In my discussions I have come to find that "Invasive Schrubs/Species are generally considered to be very good habitat for rodents like mice, rats, moles, etc." I direct you to the attached email from WNY PRISM who were referred to me by the NYSDEC. WNY PRISM has confirmed that the invasive shrubs of Buckthorn and Honeysuckle exist on the properties surrounding me.

I was told by the Building Department that Amherst does not have any plans, policies, codes or laws in place to deal with invasive schrubs/species.

Because the existence of these invasive schrubs/species is wide spread surrounding my property creating ideal conditions for rodent infestation in the area; because my property is in close proximity to Ellicott and Bizer Creeks as well as open land, and because as a property owner I have incurred substantial losses due to rodent infestation, I would like to open a discussion with you regarding Invasive Schrubs/Species in Amherst.

Please advise when a good time would be for us to discuss this matter.

Sincerely,

Sandra M. Koerber

c.c. Amherst Town Clerk

Attachment: COMMUNICATION Rodents Invasive Plants Koerber 20221122 (COM-2022-119 : Rodent Infestation and Invasive Species in

WNY PRISM: Buckthorn and Honeysuckle ID and information

From: WNY PRISM (wnyprism@buffalostate.edu)

[redacted]

Date: Tuesday, September 27, 2022 at 10:54 AM EDT

Good morning Sandra,

This is Douglas on behalf of WNY PRISM. We've received your photos of concerning plants on your neighboring properties. Here's what we can tell you:

-The photos from [redacted] are common buckthorn (*Rhamnus cathartica*).

-The photos from [redacted] are a bit more difficult to tell. There are plants in the photos that are indeed common buckthorn, but I'm unable to positively identify some of the smaller plants. Judging by their size/shape, I'd say they probably are just seedlings from the larger buckthorns above them.

-The photos from [redacted] are bush honeysuckle (*Lonicera spp.*) and common buckthorn, respectively. Its often difficult to get an exact species identification for honeysuckle, as there are multiple invasive types that look extremely similar, but as long as it has the hollow pith (center of the twig), it is one of the invasive ones.

Below are some links to our website, in case you would like to read more about these species, or have easy access to our sources.

-More info on common buckthorn

-More info on bush honeysuckle

-Our Management page can give you info on contractors that work with private landowners, as well as some best management practices (BMPs) for how to deal with invasive shrubs yourself. Treatment options for common buckthorn, bush honeysuckle, and pretty much all woody invasive shrubs are very similar.

[redacted] can tell you this. Invasive shrubs are generally considered to be very good habitat for rodents like mice, rats, moles, etc. The dense branching and foliage creates good cover and nesting habitat, and invasives usually have very high yields of fruit in the summer and fall, which provides forage to sustain the rodent populations. An increased number of rodents can also support and increased population of ticks. Dense invasive coverage can also create microclimates within their branches, meaning the space under the shrubs stays warmer and more humid in winter, allowing more ticks/rodents to survive the winter, and increasing the amount of disease found in the ticks.

Here's a source to back that claim up, in case you'd like to look more into it:

Attachment: COMMUNICATION Rodents Invasive Plants Koerber 20221122 (COM-2022-119 : Rodent Infestation and Invasive Species in

-Article (pa.gov). This is from Pennsylvania's Department of Conservation & Natural Resources. It mainly talks about Japanese barberry, another woody invasive shrub, but the same concept holds true for most invasive woody species. This article also has some links to scientific studies supporting its claim.

One last thing I believe is important to note, since you've mentioned these are all neighboring properties, is that while you are fully within your rights to treat invasive species on your own property using manual, mechanical, or chemical means, you may not treat species on other properties, unless given direct permission to do so by the landowner. The legality of using herbicide as a homeowner is specifically limited to treating on your own property only.

If you have any additional questions about the species you're dealing with, or tips for management, feel free to reach out to us again. You can also reach me directly at my email: knophdh@buffalostate.edu

Thanks,

-Douglas Knoph

Field Operations Manager

WNY PRISM

Western New York PRISM

Partnership for Regional Invasive Species Management

www.wnyprism.org

wnyprism@buffalostate.edu

716-878-4708

Attachment: COMMUNICATION Rodents Invasive Plants Koerber 20221122 (COM-2022-119 : Rodent Infestation and Invasive Species in

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Town Clerk
DOC ID: 26729

COMMUNICATION 2022-120 **REFERRED**

Notice of Claim: Allison Davis Vs. Town of Amherst

11/22/2022
Referred to Town Attorney.

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

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Dear Sir or Madam:

My name is Allison Davis and I reside at [redacted]. On Thursday October 20, 2022 at 5:05pm in the Town of Amherst two (2) garbage cans were left in the lane of traffic, in the roadway on New Road, specifically located at 1160 New Road in the Town of Amherst. As I slowed to go around the cans, the handle of one of the cans caught my passenger side mirror and dislodged it from the vehicle, destroying the mirror and damaging my vehicle. As I pulled my vehicle over, a truck coming the opposite way pulled into the driveway where the incident occurred. I turned my vehicle around to the location of the incident and pulled into the resident's driveway. It would appear that on this day there was a garbage pick up and I noticed that this location was the only location where the garbage cans were located in the roadway. As I looked up and down the street, the other residents' garbage cans all appeared to be located in their driveways. There is no shoulder on New Road to leave garbage cans, as evidenced by the neighbors cans all being put back into their driveways, and doing so leaves them directly in the lane of traffic. The resident saw what happened and stated that he would be a witness to the event as he also saw that his garbage cans were left in the lane of traffic in the roadway. He stated that he didn't like when the garbage men leave the cans in the road because there's no shoulder and walking in the roadway is hazardous. I am requesting reimbursement for damages to my vehicle due to the carelessness of Town of Amherst employees leaving garbage cans in the traffic lane on New Road. Attached are the estimates for repair.

My contact information is:

Allison Davis
[redacted]- home/work

My auto information:

License Plate #: [redacted]
NYS Registration #: [redacted]

The witness is:

Mr. Dino Gervasio
[redacted]

Sincerely,

Allison Davis

11-2-22

Jody L. Darlak 11/2/22
Notary Public
State of New York
Jody L. Darlak
Registration No. 01DA6207571
My Commission Expires June 15, 2025

Attachment: DOC111522-11152022095523 (COM-2022-120 : Notice of Claim: Allison Davis Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Town Clerk
DOC ID: 26726

COMMUNICATION 2022-121 **REFERRED**

Notice of Claim: Kathleen Pearson Vs. Town of Amherst

11/22/2022
Referred to Town Attorney.

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

Amherst Town Hall

5583 Main St.

Williamsville, NY

14221

631-7000

Dear Sirs,

I am writing in to claim damage from a pothole On Nov 4th later morning.

The incident occurred on Transit, right hand lane before you make the bend to get onto the thruway.

I could not move over due to traffic and went over the pothole, it was deep enough to blow out my passenger tire badly enough that I had to pull over on the ramp.

It was a blessing I had "run flat" tires and made it back to safety to get my tire replaced.

I did call and report this incidence to highway dept. I spoke to a very nice man, who said they would get it fixed right away. It was noted that the pothole was repaired by Tues., very good job on their part.

I read that a claim can be made to the municipal for reimbursement for pothole damage.

I am enclosing the bill for tire, and a picture of the tire and my information.

Please respond by email or mail and let me know the process on this. Below is my information.

Thank you,

Kathleen Pearson

[redacted]

'22 NOV 14 PM2:13

Attachment: DOC111522-11152022090800 (COM-2022-121 : Notice of Claim: Kathleen Pearson Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 11/22/22 07:00 PM
Department: Town Clerk
DOC ID: 26724

COMMUNICATION 2022-122 **REFERRED**

Summons & Complaint: Daniel Tighe Vs. Town of Amherst Et Al.

11/22/2022
Referred to Town Attorney.

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

FILED: ERIE COUNTY CLERK 11/10/2022 12:33 PM INDEX NO. 813[illegible]
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 11/10/2022

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

DANIEL TIGHE
[redacted]

Plaintiff,

vs.

MICHAEL C. HUGHES
[redacted]

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 at
[redacted]

County of Erie

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.

DATED: Buffalo, New York
November 10, 2022

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MAX HUMANN, ESQ.
Attorneys for Plaintiff
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MH: # 70896.0001]

'22 NOV 14 PM12:54

4746826v1 - 070896.0001

Attachment: DOC111522-11152022085059 (COM-2022-122 : Summons & Complaint: Daniel Tighe Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 11/10/2022 12:33 PM INDEX NO. 813751/2022
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 11/10/2022

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

DANIEL TIGHE

Plaintiff,

vs.

MICHAEL C. HUGHES,
TOWN OF AMHERST, and
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 DEFENDANTS, ABOVE NAMED,
THE PLAINTIFF, DANIEL TIGHE, ALLEGES:**

1. The plaintiff, DANIEL TIGHE, at all times hereinafter mentioned, was and still is a resident of the [redacted], located within the [redacted] in the [redacted].

2. Upon information and belief, at all times hereinafter mentioned, the defendant, MICHAEL C. HUGHES, was and still is a resident of the [redacted] located within the [redacted] the [redacted].

3. 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.

4. 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.

Attachment: DOC111522-11152022085059 (COM-2022-122 : Summons & Complaint: Daniel Tighe Vs. Town of Amherst Et Al.)

15.5.a

5. Upon information and belief, at all times hereinafter mentioned, the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT, were the owners of a certain motor vehicle bearing New York State license plate number BC1430.

6. Upon information and belief, at all times hereinafter mentioned, the defendant, MICHAEL C. HUGHES, was the operator of a certain motor vehicle bearing New York State license plate number BC1430.

7. Upon information and belief, at all times hereinafter mentioned, the defendant, MICHAEL C. HUGHES, operated the vehicle alleged to have been owned by the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT, with the permission and consent of the defendant-owners.

8. Upon information and belief, at all times hereinafter mentioned, the defendant, MICHAEL C. HUGHES, was employed by the defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and was acting within the scope of his employment.

9. On or about the 17th day of January, 2022, the plaintiff, DANIEL TIGHE, was operating his vehicle on Boxelder Lane at a point near its intersection with Waterway Lane, both public highways located within the Town of Amherst, County of Erie and the State of New York, when the vehicle operated by the defendant, MICHAEL C. HUGHES, came into contact with the vehicle operated by the plaintiff, DANIEL TIGHE.

10. Upon information and belief, the alleged incident, hereinbefore described, was caused as a result of the negligent, careless, reckless and unlawful conduct on the part of the defendants.

11. As a result of the alleged incident, the plaintiff, DANIEL TIGHE, 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 expense and may incur further medical expense; was caused to be incapacitated from his usual activities and employment, and may be further incapacitated.

Attachment: DOC111522-11152022085059 (COM-2022-122 : Summons & Complaint: Daniel Tighe Vs. Town of Amherst Et Al.)

12. Upon information and belief, the plaintiff, DANIEL TIGHE, has sustained a serious injury as defined by Section 5102 of the New York State Insurance Law, and has suffered basic economic loss as well as other economic loss as special damages.

13. Pursuant to Section 388 of the Vehicle and Traffic Law of the State of New York, the defendant-owners, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT, are liable and responsible for the acts of negligence of the defendant-driver, MICHAEL C. HUGHES, as set forth above.

14. Upon information and belief, defendants, TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT, are liable for the actions of defendant, MICHAEL C. HUGHES, based on theory of respondeat superior.

15. Upon information and belief, the defendants affirmatively created the dangerous and defective condition described herein.

16. This action falls within one or more of the exceptions set forth in CPLR § 1602.

17. Heretofore, and on or about the 11th day of February, 2022, a Notice of Claim was served on behalf of the plaintiff upon Defendants, in duplicate, which Notice of Claim sets forth the name and post office address of claimant, DANIEL TIGHE, 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 the 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 TOWN OF AMHERST and TOWN OF AMHERST HIGHWAY DEPARTMENT, have failed and neglected to adjust or pay the said claim.

18. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

Attachment: DOC111522-11152022085059 (COM-2022-122 : Summons & Complaint: Daniel Tighe Vs. Town of Amherst Et Al.)

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE DEFENDANTS, ABOVE NAMED, THE PLAINTIFF, DANIEL TIGHE, ALLEGES:

19. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "18" of this Complaint with the same force and effect as if fully set forth herein.

20. Upon information and belief, at all times herein mentioned, the defendant, MICHAEL C. HUGHES, was employed by the TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT, as a driver.

21. Upon information and belief, the alleged incident hereinbefore described was caused as a result of the negligent, careless, reckless and unlawful conduct on the part of the TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT, among other things, in failing and omitting to properly train its drivers, in failing and omitting to properly and adequately screen persons with access to or authorization to use the vehicle under its ownership, in failing and omitting to properly supervise its drivers, and in negligently hiring the defendant, MICHAEL C. HUGHES.

22. As a result of the alleged incident, the plaintiff, DANIEL TIGHE, sustained serious injuries as hereinbefore more fully set forth.

23. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount that exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, the plaintiff demands judgment against the defendants, either jointly or severally, in the First Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and in the Second Cause of Action in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction; and for such other, further or different relief as the Court may deem just and proper, together with the costs and disbursements of the action.

Attachment: DOC111522-11152022085059 (COM-2022-122 : Summons & Complaint: Daniel Tighe Vs. Town of Amherst Et Al.)

DATED: Buffalo, New York
November 10, 2022

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MAX HUMANN, ESQ.
Attorneys for Plaintiff
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MH: # 70896.0001]

Attachment: DOC111522-11152022085059 (COM-2022-122 : Summons & Complaint: Daniel Tighe 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: 11/22/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26756 **RESOLUTION 2022-1167** **ADOPTED**

BENLIC Request to Acquire Certain Properties

Suspension to Town Board Agenda Item November 22, 2022

TO: **Amherst Town Board**

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

DATE: **November 22, 2022**

RE: **BENLIC Request to Acquire Certain Properties**

Purpose: To request the Buffalo Erie Niagara Land Improvement Corporation (BENLIC) acquire certain properties on behalf of the Town of Amherst

WHEREAS, in July 2011 in recognition of the growing problem of distressed, vacant, abandoned, and tax-delinquent properties, New York State passed the Land Bank Act, as Article 16 of the New York State Not-for-Profit Corporation Law, which authorizes and Foreclosing Governmental Unit (FGU) to create a land bank to strategically acquire, improve, assemble, and sell these properties; and

WHEREAS, under this law, the Buffalo Erie Niagara Land Improvement Corporation (BENLIC) was formed in May 2012 via an inter-municipal agreement among the county's four FGUs: Erie County and the Cities of Buffalo, Lackawanna, and Tonawanda; and

WHEREAS, BENLIC (the land bank) seeks to work collaboratively with the cities, towns, and villages within Erie County to address the growing problem of distressed, vacant, abandoned, and tax-delinquent properties; and

WHEREAS; the Town of Amherst**,** Erie County, has recognized the need to address the growing issue of distressed, vacant, abandoned, and tax-delinquent properties and desires to partner with BENLIC to address the problem, now therefore be it

RESOLVED, that the *Town of Amherst* hereby officially requests that BENLIC acquire the properties identified herein:

433 Campus Drive, Amherst, NY, SBL#68.13-2-8;

4651 N. Bailey Avenue, Amherst, NY SBL#67.07-6-5; and be it further

RESOLVED, that the *Town of Amherst* has completed the required Acquisition Applications for each property listed above and has attached the Acquisition Applications to this

resolution; and be it further

RESOLVED, that the *Town of Amherst* agrees to reimburse Erie County for the costs associated with foreclosure of these properties; and be it further

RESOLVED, that certified copies of this resolution will be sent to the Executive Director of the Buffalo Erie Niagara Land Improvement Corporation; the Commissioner of the Erie County Department of Environment and Planning; the Director of the City of Buffalo's Office of Strategic Planning; and the Mayors of the cities of Lackawanna and Tonawanda.

11/22/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

Funds required for the foreclosure fees for 433 Campus Drive and 4651 N. Bailey Avenue are in the Community Development Account (N02-84).

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

Request for Foreclosure (RFF)
Structure Acquisition Application
Buffalo Erie Niagara Land Improvement Corporation (BENLIC)

STRUCTURES

SECTION I: APPLICANT INFORMATION

Date: 11.21.22

Town of Amherst
Municipality

5583 Main Street, Williamsville NY 14221
Contact Address

James Quinn, Assistant Planner
Contact Person & Title

(716) 631-7104
Contact Number(s)

jquinn@amherst.ny.us
Contact Email

SECTION II: INSPECTOR REPORT

433 Campus Drive, Amherst NY 14226
Structure Address (*Please attach photo*)

68.13-2-8
Section-Block-Lot (SBL)

210
Property Class Code

$ 100,000
Assessed Value

$ 135,100
Full Market Value

1.) ***Please attach the applicable resolution***

2.) ***Please attach Assessment and Inventory Information (e.g. RPS V4 database, real property tax info, etc.)***

3.) List any environmental concerns (e.g. asbestos, hazardous waste, lead paint, sewer lateral, septic tank, etc.)

possible lead paint and asbestos containing materials

4.) Structure Condition

	Good	Fair	Poor
Overall Structural	☐	☒	☐
Roof	☐	☐	☒
Siding	☐	☐	☒
Foundation	☐	☒	☐
Accessory Structures	☐	☐	☐
Windows	☐	☐	☒
Porch	☐	☐	☒

Details: Slab on grade, vacant for some time, rear porch in very poor condition.

5.) Occupancy Status

		Yes	No	
Vacant	☒ Secured / boarded?	☒	☐	Time Vacant? 5+ years
Owner Occupied	☐			
Renter Occupied	☐			
Unknown	☐			

6.) List any known code violations or citations? (e.g. chipping paint, missing gutters, etc.)

grass, paint, windows, roof, porch condition.

7.) Are there any active utilities at the structure?

☐ Yes ☒ No

If yes, specify

Attachment: SUSPENSION attachment In Rem 171 BENLIC RFF Packet 11.22.22 20221122 (RES-2022-1167 : BENLIC Request to Acquire Certain

Request for Foreclosure (RFF)
Structure Acquisition Application
Buffalo Erie Niagara Land Improvement Corporation (BENLIC)

STRUCTURES

SECTION III: MAINTENANCE, DISPOSITION AND REUSE PLAN

A. Maintenance Plan

8.) Once acquired by BENLIC, will the municipality make any of the following in-kind contributions toward the maintenance of this structure?

	Yes	No		
Secure/Board Up	☒	☐		
Mow Lawn	☒	☐	How Often?	1-2x month
Snow Removal	☒	☐	How Often?	as needed
Drive-By / Check-ins	☒	☐	How Often?	weekly

B. Disposition and Reuse Plan

9.) What the preferred end-use for the structure? (e.g. strike to municipality, stabilize and rehab, demolition, etc.)

Sale to Town for use in the Town's HUD-funded Acquisition-Rehab-Resale Program. Program will conduct a full gut-rehab meeting HUD Housing Quality Standards and resell home to a low-income first time-homebuyer.

Please provide names and contact info of any parties interested in the end use of this structure.

Eventual sale to low-income buyer will be conducted via lottery system of qualified applicants.

10.) What is the preferred disposition plan for the structure? (private sale, transfer to non-profit, etc.)

Transfer to Town's non-profit developer chosen to oversee the gut-rehab and resale.

11.) Does this disposition/reuse plan conform with the adopted plans of the municipality?

☒ Yes ☐ No

SECTION IV: Pre-Acquisition Access

12.) Is the municipality able to facilitate interior access to the structure prior to acquisition? (i.e. judicial warrant)

☐ Yes ☒ No

If yes, briefly describe the process

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Municipality	Contact Address
James Quinn, Assistant Planner	(716) 631-7104
Contact Person & Title	Contact Number(s)
	jquinn@amherst.ny.us
	Contact Email

SECTION II: INSPECTOR REPORT

4651 N. Bailey, Amherst NY 14226	67.07-6-5	
Structure Address (*Please attach photo*)	Section-Block-Lot (SBL)	
210	$ 132,000	$ 178,400
Property Class Code	Assessed Value	Full Market Value

1.) ***Please attach the applicable resolution***

2.) ***Please attach Assessment and Inventory Information (e.g. RPS V4 database, real property tax info, etc.)***

3.) List any environmental concerns (e.g. asbestos, hazardous waste, lead paint, sewer lateral, septic tank, etc.)

possible lead paint and asbestos containing materials

4.) Structure Condition

	Good	Fair	Poor
Overall Structural	☐	☒	☐
Roof	☐	☒	☐
Siding	☒	☐	☐
Foundation	☐	☒	☐
Accessory Structures	☐	☒	☐
Windows	☐	☐	☒
Porch	☐	☐	☐

Details:

5.) Occupancy Status

		Yes	No	
Vacant	☒ Secured / boarded?	☒	☐	Time Vacant? 2+ years
Owner Occupied	☐			
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Unknown	☐			

6.) List any known code violations or citations? (e.g. chipping paint, missing gutters, etc.)

grass, paint, windows, gutters/soffits.

7.) Are there any active utilities at the structure?

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If yes, specify

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