Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, December 12, 2022 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Linda Berman

II. INVOCATION

Councilmember Szukala

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on December 12, 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	Absent	
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	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Martin A. Polowy	Town of Amherst	Senior Deputy Town Attorney	Present	

V. MINUTES APPROVAL

1. Tuesday, November 22, 2022

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

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.

12/12/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

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

2. Resolution 2022-1168

North Bailey Sewer Project (Bond Resolution - $100,000)

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **North Bailey Sewer Project**
2022-2027 C.I.P. - Project No. E-53
Bond Resolution - $100,000

The above-referenced matter is scheduled for a Public Hearing on December 12, 2022 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - December 12, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Jessica Boudreau, PE, Project Manager (*w/attachment*)

12/12/2022
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 7:04 PM.

Jessica Boudreau, Project Manager, presented.

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

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 7:09 PM.

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

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

3. Resolution 2022-1169

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

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 5, 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)**

A Public Hearing is scheduled for December 12, 2022 at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2023 calendar year.

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute each contract referenced above and attached hereto pending successful completion of the Contract Routing System (CRS).

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments,* **Agenda Item - December 12, 2022**)

12/12/2022
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 7:10 PM.

Stan Sliwa, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Szukala and unanimously approved 4-0. The public hearing was closed at 7:14 PM.

A motion to adopt was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

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

4. Resolution 2022-1170

Demolition of 160 Campus Drive

Public hearing with regards to the proposed demolition of the dwelling at 160 Campus Drive.

RESULT:	**WITHDRAWN**

5. Resolution 2022-1171

6254 Main Street Rezoning

Request to rezone 6254 Main Street from R-3 to MFR-4A.

12/12/2022
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 7:14 PM.

Attorney Jeff Palumbo, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the January 17th Town Board meeting, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was closed at 7:20 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 1/17/2023 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Bucki, Lavin, Szukala	
ABSENT:	Berger	

6. Resolution 2022-1172

1720, 1740 & 1760 Maple Road Rezoning

Request to rezone 1720, 1740 & 1760 Maple Road from R-3 & OB to DC-5.

12/12/2022
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 7:20 PM.

Attorney Sean Hopkins presented.

The following speakers addressed the Town Board and spoke in opposition:
Bob Divita, 1725 Maple Rd
David Saia, 70 Hamlin Sq Unit 5
Erie County Legislator Jeanne Vinal
Debra Norton, 145 Northington Dr
Joanne Wylie, 1683 Maple Rd Unit C
Karen Sterman, 1689 Maple Rd Unit Unit B

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the January 17th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 8:27 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 1/17/2023 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Councilmember	
AYES:	Kulpa, Bucki, Lavin, Szukala	
ABSENT:	Berger	

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities (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 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 Lavin and unanimously approved 4-0. Public Expression was opened at 8:32 PM.

The following speakers addressed the Town Board:
Cheryl Meyer, 90 Willowbrook Dr. - Ellicott Creek dam
Joseph Carden, 45 Danbern Ln. - Ellicott Creek dam

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 4-0. Public Expression was closed at 8:50 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2022-1173

Approve Travel for 2023 Association of Towns Meeting

Please approve the attached travel requests for Supervisor Brian Kulpa, Dennis Powers, Joseph McMahon, Jessica O'Neil, Laurie Stillwell, Angela Rossi, Emily Melski, Marty Polowy, Lynda Juul, and Michael Szukala to attend the 2023 Associations of Towns Annual Meeting & Training School in February 2023.

And be it further resolved that each individual attending these meetings prepare a brief presentation and overview of relevant information in their area of expertise to share with the Town officials and employees as a benefit at an Amherst Town Board Work Session during March 2023.

12/12/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Lavin. A motion was then made by Councilmember Bucki to amend, seconded by Supervisor Kulpa and unanimously approved 4-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0.

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

B. DEPUTY SUPERVISOR BERGER:

1. Resolution 2022-1174

Fire Inspector Equipment

WHEREAS, the Amherst Fire Safety Division is in need of replacing needed items, including, but not limited to investigation equipment and protective gear; and

WHEREAS, in addition to the standard fire safety duties, the Amherst Fire Safety Division also responds to various types of emergency related incidents at times causing us to stage on roadways and during the day and at night; and

WHEREAS, to increase protection for the Amherst Fire Inspectors and to provide a high level of safety, the proper equipment is necessary for the Fire Inspectors; and,

WHEREAS, cameras, wireless radio, lights, and cold weather protective gear is fiscally responsible, and provides flexibility for usage for the Fire Inspectors.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of the essential equipment from Avoidable Alarm Fund T-2999.4002.

12/12/2022
Consent

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

C. COUNCILMEMBER BUCKI:

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

1. Resolution 2022-1175

New Road & Tonawanda Creek Road - All-Way Stop Intersection

WHEREAS, the intersection of Tonawanda Creek Road and New Road is an Erie County intersection currently stop-controlled in the westbound and eastbound directions along Tonawanda Creek Road; and

WHEREAS, the Town of Amherst has received a number of requests to improve the safety at the intersection of Tonawanda Creek Road and New Road; and

WHEREAS, records indicate this intersection has had thirteen (13) reported crashes in a three year period, seven (7) of which resulted in injury; and

WHEREAS, traffic counts indicate approach speeds on all legs of the intersection are greater than 40 mph; and

WHEREAS, a stop sign warrant analysis was conducted by the Town in accordance with the Manual on Uniform Traffic Control Devices and it was identified that an all-way stop is very close to meeting the minimum warrants needed to establish an all-way stop; and

WHEREAS, the Amherst Traffic Safety Board recommends this intersection be signed as an all-way stop; and

WHEREAS, Erie County Department of Public Works determines the traffic control devices at an unsignalized County intersection; and

THEREFORE BE IT RESOLVED, the Amherst Town Board is requesting Erie County establish an all-way stop at the intersection of Tonawanda Creek Road and New Road; and

THEREFORE BE IT FURTHER RESOLVED, that a certified copy of this resolution, the attached cover letter, and supporting data be provided to Erie County upon approval.

12/12/2022
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-1176

Boulevard Central District Design and Planning (Bond Resolution - $850,000)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Boulevard Central District Design and Planning**
2022-2027 C.I.P. - Project No. E-52
Bond Resolution - $850,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $850,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, Agenda Item - December 12, 2022)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments)*
Dan Howard, Director of Planning *(w/attachments)*
Jeffrey S. Burroughs, PE, Town Engineer *(w/attachments)*
*C*hristopher P. Schregel, Project Manager *(w/attachments)*

12/12/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved via Roll Call vote 4-0.

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

2. Resolution 2022-1177

Settlement of Litigation Matter - Faruk V. TOA, Et Al.

AGENDA ITEM : DECEMBER 12th, 2022

TO: Town Board

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

DATE: December 7, 2022

RE: Settlement of Litigation Matter
Faruk v. Town of Amherst, et al.

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

WHEREAS, the Town Board authorizes settlement of the above matter in the amount of $50,000.00, said amount representing full and final settlement; and

BE IT RESOLVED, that the Town Supervisor is authorized to execute any and all necessary documents to effectuate the settlement; and

BE IT FURTHER RESOLVED, that the Town's defense counsel is also authorized to execute any and all necessary documents to effectuate settlement.

SJS:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item : December 12, 2022**)

12/12/2022
Consent

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

3. Resolution 2022-1178

Lawley Insurance Binder/Proposal (CRS #3770)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: Town Board

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

DATE: December 6, 2022

RE: Lawley Insurance Proposal/Binder ($849,318.72) (CRS #3770)
Excess A - U.S. Specialty Insurance Co. ($165,644) (CRS #3771)
Excess B - ($213,984.73) (CRS #3772)
Property - Travelers ($240,801) (CRS #3773)
Crime - Travelers ($4,584) (CRS #3774)
Excess Workers Comp. - ($141,738)(CRS #3775)

Cyber Insurance - Lawley Insurance ($82,566.99) (CRS #3776)

Kindly adopt a resolution (1) authorizing the Supervisor or the Town Attorney to bind insurance coverage in the amounts outlined above and more fully detailed in the insurance documents and (2) authorizing the Supervisor to execute all related contracts and insurance binders with respect to the specific coverages pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - December 12, 2022**)
Lynda Juul, Director of Finance
Daryl C. Bramer, CPA, Town Comptroller

12/12/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

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

4. Resolution 2022-1179

Extension to Lawley Insurance Broker Agreement (CRS #3746) (CRS#1744/CMS#2008)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Lawley Insurance Broker Agreement Extension (CRS #3746) (Approved Contract CRS#1744/CMS#2008)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached extension to the above contract that was initially approved at the November 12, 2019 Town Board meeting (Resolution #2019-1232) pending successful completion of the Contract Routing System.

Thank you.

SJS:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - December 12, 2022**)

12/12/2022
Consent

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

5. Resolution 2022-1180

Engagement Letter - Hancock Estabrook LLP (Environmental - PBS Matters) (CRS #3764)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Engagement Letter - Hancock Estabrook LLP (CRS #3764)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter with Hancock Estabrook LLP specific to legal services rendered relative to environmental work (PBS Matters) pending successful completion of the Contract Routing System (CRS).

Thank you.

SJS:NMS:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - December 12, 2022**)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)

12/12/2022

Consent

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

6. Resolution 2022-1181

License Agreement - Northern Erie Sno-Seekers Inc. (CRS #3763)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **2022-2025 Agreement Between Northern Erie Sno-Seekers, Inc., the Town of Amherst and Buffalo Niagara Heritage Village (CRS #3673)**

Kindly adopt a resolution authorizing the Supervisor to sign the attached License Agreement pending successful completion of the Contract Routing System (CRS).

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item: December 12, 2022**)
Carrie Stiver, Director, Buffalo Niagara Heritage Village *(w/attachment)*

12/12/2022
Consent

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

7. Resolution 2022-1182

Consulting Agreement with Stanley J. Sliwa (CRS #3777)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Consulting Agreement Between The Town of Amherst and Stanley J. Sliwa, Esq. (CRS #3777)**
1.1.2023-12.31.2024

Kindly adopt a resolution authorizing the Supervisor to execute the attached Consulting Agreement with Stanley J. Sliwa, Esq. at a cost not to exceed $20,000 per calendar year pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (**Agenda Item - December 12, 2022**)
(w/attachments)

12/12/2022
Consent

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

8. Resolution 2022-1183

Settlement of Article 7 - 5501 Williamsville Associates, LLC

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: December 7, 2022

RE: Settlement of Article 7 Matter
5501 Williamsville Associates, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 12, 2022**)
Emily Murphy, Town Assessor

12/12/2022
Consent

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

9. Resolution 2022-1184

Settlement of Article 7 Matter - KeyBank National Association V. TOA

AGENDA ITEM : DECEMBER 12th, 2022

TO: Town Board

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

DATE: December 7, 2022

RE: Settlement of Article 7 Matter
KeyBank National Association v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

Consent Order; and

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 12, 2022**)
Emily Murphy, Town Assessor

12/12/2022
Consent

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

10. Resolution 2022-1185

Settlement of Article 7 Matter - KIN Inc. - Wegmans Food Markets V. TOA

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Settlement of Article 7 Matter**
KIN Inc. - Wegmans Food Markets, Inc. v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 12, 2022**)
Emily Murphy, Town Assessor

12/12/2022
Consent

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

11. Resolution 2022-1186

Settlement of Article 7 Matter - Brandi Freiman

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Settlement of Article 7 Matter**
Brandi Freiman v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 12, 2022**)
Emily Murphy, Town Assessor

12/12/2022
Consent

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

B. TOWN CLERK:

1. Resolution 2022-1187

T-Account Expenditure Approval-Contract with James M. Tammaro CRS#3413/CMS#3169

The Town Clerk's Office respectfully requests approval to spend $3,440.00 from the Town Clerk's Preservation Fund T3064 4002 (Trust and Agency Account) to cover the costs of the consulting contract with James M. Tammaro. CRS#3413/CMS#3169.

12/12/2022
Consent

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

2. Resolution 2022-1188

New Firefighters for Main-Transit Fire Department

New firefighters for the Main-Transit Fire Department live in the Town of Amherst and reside within the Main-Transit Fire District.

Michael Garcia
176 Palmdale Dr
Williamsville, NY 14221

Matthew Hussey
721 Northwood Dr
Williamsville, NY 14221

12/12/2022

Consent

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

3. Resolution 2022-1189

New Firefighters for North Bailey Fire Company

New firefighters for North Bailey Fire Company. Derek Maniscalco lives in the Town of Amherst and resides in the fire district and Peyton Klumpp lives in the Town of Amherst and works in the fire district.

Derek Maniscalco
130 W Maplemere Rd
Williamsville, NY 14221

Peyton Klumpp
137 Buckeye Rd
Amherst, NY 14226

12/12/2022
Consent

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

4. Resolution 2022-1190

New Firefighter for Swormville Fire Company

New firefighter for Swormville Fire Company lives in the Town of Amherst and resides in the Swormville fire district.

Dylan Anderson

111 Primrose Ln
East Amherst, NY 14051

12/12/2022
Consent

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

5. Resolution 2022-1191

New Firefighters for East Amherst Fire Department

New firefighters for the East Amherst Fire Department live in the Town of Amherst and reside within the East Amherst Fire district.

Catherine Quigley
43 Britannia Drive
E. Amherst, NY 14051

Paul Ferguson II
60 Mapleleaf Drive
Williamsville, NY 14221

Waverly Wobschall
2120 Maple Road
Williamsville, NY 14221

Roy Beljian
695 Hopkins Road
Williamsville, NY 14221

12/12/2022
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2022-1192

Budget Transfers and Amendments

December 12, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/7/2022
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:***
N2256.1000 AMH State Housing- Personal Svc $483.05 N2256.8030 AMH State Housing- FICA $36.95	N2256.4000 Contractual $520.00
Requested per department.	
N2024.8010 AMH CDBG- Retirement $8,702.36 N2024.8051 AMH CDBG- Dental $2,094.46 N2024.8052 AMH CDBG- Vision $336.55	N2024.1000 Personal Services $4,127.94 N2024.1300 Longevity $1,580.00 N2024.1853 Sick Leave Incentive $78.20 N2024.4050 Mileage $3,298.44 N2024.8030 FICA $172.00 N2024.8050 Health Ins. $1,876.79
To clean up admin accounts.	

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
A3120.02680 Police - Insurance Reimb. $6,088.18	A3120.4230 Passenger Vehicles $6,088.18
To record insurance reimbursements and increase vehicles repairs.	
A3120.02680 Police - Copies, Donations, Reimb. $100.00	A3120.4430 Miscellaneous $100.00
To record donations and increase miscellaneous.	
N2255.02785 Amherst HOME Rental- PI $14,924.16 N2254.02785 Amherst Home Admin- PI $1,658.24	N2255.4000 Contractual $14,924.16 N2254.4003 10 % Admin $1,658.24
To recognize Community Development program income from 306 Meyer, Williamsville.	
N2244.02785 Cheek. Housing Rehab - PI $6,750.00 N2249.02785 Cheek. Home Admin - PI $750.00	N2244.4000 Contractual $6,750.00 N2249.4003 10% Admin $750.00
To recognize Community Development program income from 2683 Harlem Road, Cheektowaga.	
N2255.02785 Amherst HOME Rental- PI $4,500.00 N2254.02785 Amherst Home Admin- PI $500.00	N2255.4000 Contractual $4,500.00 N2254.4003 10 % Admin $500.00
To recognize Community Development program income from 884 Sweet Home Road, Williamsville.	

N2144.02785 Cheek. Housing Rehab - PI $4,500.00 N2144.4000 Contractual $4,500.00
N2149.02785 Cheek. Home Admin - PI $500.00 N2149.4003 10% Admin $500.00
To recognize Community Development program income from 802 Cleveland, Cheektowaga.

N2144.02785 Cheek. Housing Rehab - PI $19,675.80 N1244.4000 Contractual $19,675.80
N2149.02785 Cheek. Home Admin - PI $2,186.20 N1249.4003 10% Admin $2,186.20
To recognize Community Development program income from 20 Seton, Cheektowaga.

N2223.02785 CDBG & Vg. - PI $8,968.00 N2223.4000 Contractual $8,968.00
N2225.02785 CDBG Admin. $2,242.00 N2225.1000 Personal Services $2,082.68
N2225.8030 FICA $159.32
To recognize Community Development program income from 359 Seabrook Drive, Williamsville.

A3132.04389 Tactical Grant- Fed Rev $75,000.00 A3132.2550 Other Spec Equip $27,683.00
A3132.4090 Professional Svcs $10,980.00
A3132.4120 Training & Education $6,084.00
A3132.4420 Uniform & Shoes $30,253.00
To set up the Department of Homeland Security & Emergency Services Targeted Tactical Team Grant.

A7258.04389 AMH Task Force- Fed Rev $103,864.00 A7258.1000 Personal Svcs $28,310.00
A7258.4010 Office Supplies $8,870.00
A7258.4040 Travel $13,810.00
A7258.4110 Contractual $50,000.00
A7258.8030 FICA $2,166.00
A7258.8040 Workers Comp $708.00
To set up the AMH Task Force for Healthy Community year 3 grant.

B3620.02555 Building Permits $26,000.00 B3620.2130 Computers $26,000.00
To recognize revenue over budgeted revenues and increase Computer Equipment for purchase of a plotter.

A6773.02773 Nutrition- MOW Reimbursement $50,000.00 A6773.4000 Contractual $50,000.00
To recognize revenue for MOW reimbursement and increase contractual for year-end food purchases.

A3122.02410 Bailey Ave - Rentals $300.00 A3122.4220 Bldgs & Grounds $300.00
To recognize rental revenue and increase buildings and grounds.

12/12/2022
Consent

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

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2. Resolution 2022-1193

Budget Amendment for Garbage Totes

December 12, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/7/2022
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 AMENDMENTS - 2022

INCREASE: ***INCREASE:***

C8161.02131 Garbage Totes $15,532.60 C8161.4531 Garbage Totes $67,407.80
C8161.02804 New Garbage Service $51,875.20
To recognize revenue over budgeted revenue and increase expenditures for purchase of new totes.

12/12/2022
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2022-1194

Award Bid #2022036 - Police & Emergency Services Vehicles - CRS #3765

WHEREAS, the Contract Compliance and Administration Department received proposals on November 17, 2022 for Bid #2022036 Police and Emergency Service Vehicles; and

WHEREAS, the Bid process resulted in responses from one (1) vendor, as per the attached bid analysis sheet;

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Van Bortel Ford, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Van Bortel Ford, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that a purchase needs to be placed prior to the end of the calendar year.

12/12/2022
Consent

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

2. Resolution 2022-1195

Award Bid #2022031A - KIP Plotter - CRS #3767

WHEREAS, the Contract Compliance and Administration Department received proposals on December 6, 2022 for Bid #2022031A for a KIP Plotter; and

WHEREAS, the Bid process resulted in responses from three (3) vendors, as per the attached bid analysis;

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Toshiba Business Solutions; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Toshiba Business Solutions; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that an order needs to be placed before the end of the calendar year.

12/12/2022
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2022-1196

Intermunicipal Agreement with the County of Erie - CRS #3761

Whereas, The Town of Amherst shall create a world-class park entitled, Amherst Central Park in the heart of Amherst; and,

Whereas, The County of Erie desires to assist the Town in developing the Property, to the extent feasible, into destination parkland for the enjoyment of nature, and other recreational activities of benefit to the residents of the Town, and County; and,

Whereas, the funding will be utilized by the Town of Amherst to complete the planning, design and engineering of the park space. With a focus on preservation of green space, the park design will include a public square to support a variety of economic driving activities like local markets, including an annual holiday market, for the Town and region's small businesses.

Whereas, This Intermunicipal Agreement replaces the Subrecipient Agreement with the County of Erie that was adopted by the Town Board June 6, 2022 (RES-2022-562)

Now therefore be it resolved, The Town Board authorizes the Supervisor to sign the Intermunicipal Agreement with the County of Erie pending CRS approval, CRS #3761.

12/12/2022
Consent

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

J. EMERGENCY SERVICES:

K. ENGINEERING:

1. Resolution 2022-1197

2022-2027 CIP Amendment Boulevard Central District Design & Planning

The Engineering Department is recommending amendment of the 2022-2027 CIP revising a project title that more accurately depicts the project scope and area. This CIP project is expanded to encompass the entire Boulevard Central District, which includes the Boulevard Mall site-specific area. This title change is reflected below:

CIP No.	Project Description	2022 CIP Allocation	Amend to	Funding Source/Account
E-52	Boulevard Mall: Core Road Design	$850,000	$0	LA
E-52	Boulevard Central District	$0	$850,000	LA

(rev.)	Design & Planning			

LA = General Fund Bond

Please approve this amendment to the 2022-2027 CIP and reassign the funding as identified above. Please note that the above request is a budget neutral amendment.

Thank you for considering this request.

12/12/2022
Consent

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

2. Resolution 2022-1198

Seven Fire Hydrant Installations Koster Row, Fairlawn Drive, Bondcroft Drive, and Hedstrom Drive

We are hereby requesting authorization to have seven (7) fire hydrants installed at the above location.

During the course of waterline construction, the Erie County Water Authority is required to install seven (7) additional fire hydrants at the above locations to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to do these installations. The Town is to pay the annual maintenance fee of $229.08 per fire hydrant for a total of $1,603.56.

May we have your approval for the installation of seven (7) additional fire hydrants?

12/12/2022
Consent

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

3. Resolution 2022-1199

Linde Payment Authorization

The Engineering Department, Water Pollution Control Division is requesting approval to amend the budget details for the Linde payment authorizations approved under RES-2022-1021 and RES-2022-1095. Per the Comptroller's Office's request, the invoices under PO's 22210714 and 22210663 should be paid with account KP2136-4972, not KP2136-2150.

Funds for this request will be available in KP2136-4972.

Thank you for considering this request.

12/12/2022
Consent

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

4. Resolution 2022-1200

Auction of Engineering & Sewer Maintenance Surplus Equipment

The Engineering Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

	ID	Description	VIN/Serial #	Condition
1.	E-21	2008 Ford F250 SD 4x4 Reg Cab	1FTNF21518EB94532	Fair

Funds from the proceeds of this auctioned vehicle are to be placed in the Sewer Maintenance operating budget - G9000.

May we please have the approval to place the above equipment in the auction and dispose of this vehicle?

12/12/2022
Consent

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

5. Resolution 2022-1201

NARC Football Fieldhouse - Change Order No. 1 & Final - Plumbing CRS No. 3758

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases this contract by $2,353.00. This change will cover the costs associated with providing an Erie County Department of Health compliant 3-bay sink as well as providing additional plumbing system winterization fittings.

Please note that the above request is contingent pending successful completion of the contract review procedure.

Funding for the above change order shall be from project account no. KP2207.4972.

Thank you for considering this request.

12/12/2022
Consent

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

6. Resolution 2022-1202

NARC Football Fieldhouse - Change Order No. 1 & Final - Electric CRS No. 3757

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases this contract by $4,749.00. This change will cover the costs associated with installing additional occupancy sensors, main power distribution panel components and also several miscellaneous code-complaint electrical modifications.

Please note that the above request is contingent pending successful completion of the contract review procedure.

Funding for the above change order shall be from project account no. KP2207.4972.

Thank you for considering this request.

12/12/2022
Consent

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

7. Resolution 2022-1203

Bulk Ferric Chloride Agreement PVS Technologies, Inc. CRS No. 3766

The current contract available for the Plant to purchase Ferric Chloride is set to expire on December 13, 2022 and the current vendor is unwilling to extend the existing contract due to materials supplier cost increases. As the new contract to purchase this chemical will not become available for a couple months, we are seeking Town Board authorization ahead of CRS approval of the attached proposal in order to purchase this chemical in bulk at a delivered cost of $1,195.00/dry ton ($1.75/lb Fe) from December 14, 2022 through February 8, 2023.

Funds for this request are available in account G9916-4800

Thank you for considering this request.

RESULT:	**WITHDRAWN**

8. Resolution 2022-1204

Chesterton 442 Mechanical Seals Purchase Corrosion Products and Equipment CRS No. 3762

The Engineering Department - Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign the attached agreement with Corrosion Products and Equipment, the sole source provider for Chesterton mechanical seals. This

agreement is to purchase four (4) Chesterton 442 mechanical seals at the total cost of $5,444.00 plus freight.

Funds are available in account G9916-4921.

Please note that the above request is contingent pending successful completion of the contact routing process.

Thank you for considering this request.

12/12/2022
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 4-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

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

9. Resolution 2022-1205

Cooling Tower PACO Pump Replacement Siewert Equipment, LLC CRS No. 3768

The Engineering Department WPCF needs to replace a cooling tower Paco Pump, model 30707-LC as stated on the attached Siewert Equipment quote QTRoch04052 Rev 1. The total cost for the pump, components and start up service will be $9,681.00. This pump and its support can only be purchased through Siewert Equipment the "Sole Source" provider of Paco Pumps.

The WPCF is requesting the Town Board authorize the Supervisor to sign an agreement to procure the items listed above.

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

Funds are available in account KP2136-2150.

Thank you for considering this request.

12/12/2022
Consent

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

L. FINANCE:

M. HIGHWAY

N. HUMAN RESOURCES:

1. Resolution 2022-1206

Detective Sergeant/Police Department

Please appoint a Detective Sergeant to the Police Department. Temporary, effective December 13, 2022, at an annual salary of $98,139 for Ronald Smith.

This promotion is for an employee currently serving as Detective and is replacing an employee who retired.

12/12/2022
Consent

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

2. Resolution 2022-1207

Assessment Clerk/Assessor's Office

Please reappoint an Assessment Clerk to the Assessor's Office, Provisional, pending satisfactory completion of a Civil Service Examination. Effective December 13, 2022, at an annual salary of $36,760, Grade 3, Step D for Jill McKinnon.

This is a reappointment of the employee currently serving Provisionally.

12/12/2022
Consent

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

3. Resolution 2022-1208

Real Property Appraisal Technician/Assessor's Office

Please appoint a Real Property Appraisal Technician to the Assessor's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 1, 2023, at an annual salary of $44,983, Grade 11, Step A for Diane Watt.

This promotion is for an employee currently serving as Assessment Clerk.
Replacing an employee who was promoted.

12/12/2022
Consent

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

4. Resolution 2022-1209

Building Maintenance Mechanic-HVAC/Building Maintenance/Facilities

Please create and appoint a Building Maintenance Mechanic-HVAC to the Building Maintenance/Facilities Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 2, 2023, at an annual salary of $63,088, Grade 14, Step E for Henry Slisz.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

12/12/2022
Consent

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

5. Resolution 2022-1210

Maintenance Worker/Youth & Recreation Department

Please appoint a Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an hourly rate of $21.62, Step E for Christopher Riley.

This is a promotion for an employee currently serving as Laborer.

12/12/2022
Consent

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

6. Resolution 2022-1211

Police Lieutenant/Police Department (2 Positions)

Please appoint two (2) Police Lieutenants to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an annual salary of $101,601 for Brett Christmann & Adam Olson.

These promotions are for employees currently serving as Police Officers.
Replacing an employee who resigned and filling a vacancy.

12/12/2022
Consent

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

7. Resolution 2022-1212

Police Officer/Police Department

Please reinstate Mark Borow to Police Officer. He will be resigning from his current position as Police Lieutenant effective December 12, 2022.

12/12/2022
Consent

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

8. Resolution 2022-1213

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an annual salary of $95,467 for Mark Borow.

This is a promotion for an employee who resigned from Police Lieutenant and is currently serving as Police Officer. Replacing an employee who was promoted.

12/12/2022
Consent

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

9. Resolution 2022-1214

Assistant Code Enforcement Officer/Building Department

Please appoint an Assistant Code Enforcement Officer to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective December 13, 2022 at an annual salary of $48,964, Grade 12, Step B for John Whitehead Jr.

Due to a vacancy.

12/12/2022
Consent

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

10. Resolution 2022-1215

Principal Clerk Typist/Engineering Department

Please appoint a Principal Clerk Typist to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an annual salary of 43,535, Grade 7, Step D for Crystal Russell.

This is a promotion for an employee currently serving as Senior Clerk Typist.

12/12/2022
Consent

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

11. Resolution 2022-1216

Senior Account Clerk/Engineering Department

Please appoint a Senior Account Clerk to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an annual salary of $41,665, Grade 6, Step D for Jessica Zigrossi.

This is a promotion for an employee currently serving as Clerk Typist.

12/12/2022
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2022-1217

Updated Computer and Mobile Device Usage Policy - 2022

WHEREAS, a Computer Usage Policy was originally adopted by the Amherst Town Board on May 16, 2005; and

WHEREAS, a revised Computer Usage and Mobile Device Usage Policy was adopted by the Amherst Town Board on July 17, 2017; and

WHEREAS, a revised Computer Usage and Mobile Device Usage Policy was adopted by the Amherst Town Board on November 30, 2020; and

WHEREAS, a revised Computer Usage and Mobile Device Usage Policy was adopted by the Amherst Town Board on November 8, 2021; and

WHEREAS, employee compliance with this policy facilitates the official work of the Town and will contribute to the Town's mission of providing secure, responsive and cost-effective services to its residents; and

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board does hereby approve an updated Computer and Mobile Device Usage Policy;

BE IT FURTHER RESOLVED that Department Heads inform their staff of this updated Computer and Mobile Device Usage Policy; and

BE IT FURTHER RESOLVED that the Information Technology Department provide this policy on the Town's Intranet for distribution, printed or electronic, to all Town of Amherst computer or mobile device users and teleworkers.

12/12/2022
Consent

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

2. Resolution 2022-1218

Windstream Monthly Telecommunication Recurring Charges – CRS #3743

WHEREAS, the Town of Amherst is currently engaged in a month to month contract with Windstream Enterprise to provide telecommunication services for Town buildings, and;

WHEREAS, the vendor's infrastructure has been upgraded to accommodate the telecommunication needs for the Town of Amherst, and;

WHEREAS, we request the Town Board to waive the insurance requirements as the vendor handles services remotely and does not come on Town property,

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign an updated contract with Windstream Enterprises, CRS #3743.

12/12/2022
Consent

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

P. PLANNING:

1. Resolution 2022-1219

Re-Adoption of Local Law 22-2022 to the Zoning Ordinance

RESOLVED, that on November 22, 2022 this Town Board adopted Local Law 22-2022 amending Chapter 203 (Zoning Ordinance) of the Town of Amherst which addressed necessary changes to the SC- Shopping Center zoning district, and be it further

RESOLVED, that such amendments were adopted excluding proposed changes to section 2-4 (Specific Terms) and section 7-1-6 (Schedule of Parking Requirements), and be it further

RESOLVED, that this Town Board desires to re-introduce the sections which were excluded, and now amended, to such adopted Local Law, and be it further

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed, with the Town Board's adoption of a determination of environmental significance on November 22, 2022 and be it further

RESOLVED, that this Town Board re-affirms such SEQR determination of environmental significance, 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 re-adopts Local Law 22-2022 adopted on November 22, 2022 and which now includes the amendments to section 2-4 and section 7-1-6 of Chapter 203 (Zoning Ordinance).

12/12/2022
Consent

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

2. Resolution 2022-1220

Public Hearing Request for the Request to Rezone 52± Acres of Land from CTR-5 & CTR-8 to SC, Z-2022-11

Please schedule a public hearing on January 17, 2023 for the request to rezone 52± acres of land from Center-5 (CTR-5) and Center-8 (CTR-8) to Shopping Center (SC), Z-2022-11. Property located at 4150, 4200, 4224, 4228-4230 & a portion of 4252-4258 & no address Ridge Lea Road and 256, 270, 280 & 306 Meyer Road. Town of Amherst, Petitioner.

12/12/2022
Consent

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

3. Resolution 2022-1221

Request the Town Board to Set a Second Public Hearing for the 2023 Annual Action Plan for Community Development

At the Town Board meeting of December 12, 2022 please set the second public hearing for the FY 2023 Community Development Action Plan for January 17, 2023.

12/12/2022
Consent

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

4. Resolution 2022-1222

To Authorize the Supervisor to Execute a Contract Amendment with the Harrison Studio for the Provision of Underwriting Services CRS #3760

WHEREAS, the Town, as a recipient of HOME Investment Partnership Funding (HOME) funds, created a HOME Rental Housing Development Subsidy Program to incentivize affordable senior/disabled rental housing development in town, and

WHEREAS, the Town contracted with The Harrison Studio for professional underwriting services for the HOME Rental Housing Development Subsidy Program to ensure financial feasibility and financial need of applicant projects under the program, as well as governmental compliance with HUD regulations under 24 CFR 92.250(b) and CPD Notice 15-11 HOME Underwriting and Subsidy Layering guidelines, and

WHEREAS, the Town contract with The Harrison Studio requires an amendment to extend the contract to December 31, 2023 and maintaining the original contract amount at $7,500; now therefore, be it

RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board hereby authorizes the Town Supervisor, to enter into the contract amendment with The Harrison Studio for the provision of underwriting services for the period December 12, 2022 through December 31, 2023 at a contracted amount not-to-exceed $7,500.

12/12/2022
Consent

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

Q. POLICE:

1. Resolution 2022-1223

Travel Request Basic Computer Evidence Recovery Training (BCERT)

TOWN BOARD AGENDA ITEM : DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Travel Request**
Basic Computer Evidence Recovery Training (BCERT)

Kindly adopt a resolution authorizing One (1) Officer to attend Basic Computer Evidence Recovery Training (BCERT) course in Hoover, Alabama. This course will be held from January 1, 2023 through February 3, 2023. The cost for the training and travel is approximately $843.92.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

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

2. Resolution 2022-1224

Travel Request Digital Video Recording Training Course

TOWN BOARD AGENDA ITEM : DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Travel Request**
Digital Video Recording Training Course

Kindly adopt a resolution authorizing One (1) Police Officer to attend a Digital Video Recording Training Course in Hoover, Alabama. This course is being held from January 29, 2023 to February 3, 2023. The cost for the training and travel for this course is paid for by the organization teaching the course.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

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

3. Resolution 2022-1225

Travel Request Ethics & Court Testimony (Fingerprint Expert) Course

TOWN BOARD AGENDA ITEM : DECEMBER 12, 2022

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Travel Request
Ethics & Court Testimony (Fingerprint Expert) Course

Kindly adopt a resolution authorizing One (1) Detective to attend Ethics & Court Testimony (Fingerprint Expert) course in Albany, New York. This course is being held from January 9, 2023 through January 12, 2023. A police department vehicle will be utilized to travel to this course. The cost for the training and travel is approximately $718.50.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

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

4. Resolution 2022-1226

Intermunicipal Agreement : Town of Clarence (CRS #3752) Crossing Guards at Transit Middle School

TOWN BOARD AGENDA ITEM : DECEMBER 12, 2022

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Intermunicipal Agreement : Town of Clarence (CRS #3752)
Crossing Guards at Transit Middle School

Kindly adopt a resolution authorizing the Supervisor to execute the attached Intermunicipal Agreement with the Town of Clarence with regard to the above matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process and approvals of the Town of Clarence.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk *(w/attachment,* **Agenda Item: Dec. 12, 2022**)

12/12/2022
Consent

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

5. Resolution 2022-1227

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility United States Postal Inspection Service (CRS #3756)

TOWN BOARD AGENDA ITEM: DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
United States Postal Inspection Service (CRS #3756)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the United States Postal Inspection Services with regard to the above-entitled matter. Approval of this MOU is pending successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

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

6. Resolution 2022-1228

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility Department of Homeland Security, Immigration and Customs Enforcement (CRS #3755)

TOWN BOARD AGENDA ITEM: DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
Department of Homeland Security, Immigration and Customs Enforcement (CRS #3755)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the Department of Homeland Security, Immigration and Customs Enforcement with regard to the above-entitled matter. Approval of this MOU is pending successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

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

7. Resolution 2022-1229

Digital Surveillance Solutions (DSS) (CRS #3705) Townwide Video Security Improvements

Town Board Agenda Item: December 12, 2022

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #3705) Townwide Video Security Improvements**

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

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

8. Resolution 2022-1230

Town Wide Car Wash Contract Delta-Sonic Carwash Systems, Inc. (CRS #3745)

TOWN BOARD AGENDA ITEM: DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Town Wide Car Wash Contract**

Delta-Sonic Carwash Systems, Inc. (CRS #3745)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Agreement between the Town of Amherst and Delta-Sonic Carwash Systems, Inc., with regard to the above-entitled matter. This is a Town Wide Agreement. Approval of this Agreement is pending successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

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

9. Resolution 2022-1231

Contract Extension: Police Dog Boarding Agreement Amherst Boarding Kennel, LLC (CRS #3738)

TOWN BOARD AGENDA ITEM: DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Contract Extension: Police Dog Boarding Agreement Amherst Boarding Kennel, LLC (CRS #3738)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract extension between the Town of Amherst (Police) and Amherst Boarding Kennel with regard to the above-entitled matter. The original contract was approved on April 25, 2022 under Town Board Resolution number 2022-430 (CRS #3181). This contract extension has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

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

R. SENIOR SERVICES:

1. Resolution 2022-1232

Erie County Congregate Dining Services CRS #1167

We respectfully request Town Board approval for the Supervisor to approve the continuation of Nutrition Services between the Town of Amherst (Amherst Senior Services Department) and Erie County Congregate Dining Services until the Fifth Amendment is received and approved through the Contract Routing process.

12/12/2022
Consent

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

S. YOUTH AND RECREATION:

1. Resolution 2022-1233

Notice of Award (HHS) - CRS #3667

Authorize the Town of Amherst to accept a grant from the US Department of Health and Human Services on behalf of the Amherst Youth & Community Coalition for Year 3 funding under the Drug Free Communities program.

12/12/2022
Consent

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

2. Resolution 2022-1234

2023 Youth Agreement (EC DSS) - CRS #3744

Authorize the Supervisor to sign a Youth Development Agreement between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) for a youth leadership program from January 1 through September 30, 2023.

12/12/2022
Consent

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

3. Resolution 2022-1235

Rental Agreement (NLTT) - CRS #3607

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and NLTT Hockey Ventures, LLC for use of locker room space at the Northtown Center at Amherst.

12/12/2022
Consent

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

4. Resolution 2022-1236

Permission to Auction

Authorize the Youth & Recreation Department to auction the following equipment, all of which is broken and likely non-repairable:

Orange Area Rototiller, Serial # 00606
Brutus Riding Roller, Serial #9317
Stone Cement Mixer, Serial #060512
Toro Workman, Serial #314000573
Toro Walk Behind Proline 44, Serial #30176591337
Jacobsen Grass Sweeper, Serial #6240175
Nelson Commercial Refrigerator/Freezer, Serial #9830605
Convo Therm Coventional Oven
Star Grill Max, Serial #014087
Vulcan Pizza Oven, Serial #AT-1028322
Frymaster Fryers, Serial #9610JI0034

Also authorize the department to scrap the following item which has been cannibalized for parts and has no auctionable value:

John Deere 54" Riding Lawnmower, GT 235

12/12/2022
Consent

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

5. Resolution 2022-1237

Travel Authorization

Authorize Eric Guzdek to travel to the USA Hockey Winter Meeting in Orlando, Fl. from January 11-15, 2023. All costs will be paid by the New York State Amateur Hockey Association.

12/12/2022
Consent

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

6. Resolution 2022-1238

Media Plan CRS #3753

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Townsquare Media for developing a media plan, pending successful completion of the contract routing process. As this is an internet based contract, also approve a waiver of insurance requirements.

12/12/2022
Consent

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

7. Resolution 2022-1239

Performance Agreement (Pufpaff) - CRS 3754

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Susan Pufpaff/Niagara Down Under for a petting zoo, pending successful completion of the contract routing process.

12/12/2022
Consent

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

8. Resolution 2022-1240

Evaluation Services - CRS 3590

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Catalyst Research for required evaluation services under the Drug Free Communities grant, pending successful completion of the contract routing process.

12/12/2022
Consent

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

9. Resolution 2022-1241

Emergency Purchase Authorization

Authorize the Emergency Purchase of 1000 pounds of R22 from Mollenberg-Betz to address a freezing issue on the Feature Rink at the Northtown Center at Amherst.

12/12/2022
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2022-123

Request for Public Hearing - 4110-4120 Sheridan Drive

Request from Sean Hopkins, Esq., for a public hearing with respect to the rezoning from GB to DC-5 and relief of declaration of restrictions for 4110-4120 Sheridan Drive.

This hearing has been scheduled for January 17.

12/12/2022
Consent

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

2. Communication 2022-124

Correspondence from Ciminelli Real Estate Corporation

Letter from Ciminelli Real Estate Corporation regarding the proposed amendments to Town of Amherst Zoning Code, ZTA-2022-04.

12/12/2022
Referred to Planning, Attorney & Economic Development

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

3. Communication 2022-125

Correspondence from Sean Hopkins

Letter from Sean Hopkins regarding the public hearing on 1720, 1740 & 1760 Maple Road.

12/12/2022
Referred to Planning and Town Attorney

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

4. Communication 2022-126

4531 Harlem Road Noise Level

Resident(s) comment(s) about noise level.

12/12/2022
Referred to Police, Building and Town Attorney

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

5. Communication 2022-127

Notice of Claim: NYCM A/S/O Ly T Do Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

6. Communication 2022-128

Notice of Claim: Darlene Koppel Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

7. Communication 2022-129

Notice of Claim: Marilyn Chory Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

8. Communication 2022-130

Notice of Petition: Nellie Brown and Gerard Fonte Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

9. Communication 2022-131

Notice of Claim: Susan McKie and Richard McKie, Her Spouse Vs. Town of Amherst Et Al.

12/12/2022
Referred to Town Attorney

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

10. Communication 2022-132

Notice of Claim: Mary Ann Casarella and Gary Casarella, Her Spouse Vs. Town of Amherst Et Al.

12/12/2022
Referred to Town Attorney

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

11. Communication 2022-133

Notice of Claim: Lucille Wukovits Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 4 unlisted items. The motion was seconded by Councilmember Lavin and unanimously approved 4-0. Suspension of Rules was opened at 8:56 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Lavin and unanimously approved 4-0. Suspension of Rules was closed at 9:01 PM.

1. Resolution 2022-1242

Agreement Between the Town of Amherst and EMS Design CRS #3782

Suspension to Town Board Agenda Item December 12, 2022

TO: **Amherst Town Board**

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

DATE: **December 12, 2022**

RE: **Agreement between the Town of Amherst and EMS Design**

WHEREAS, the Town of Amherst in its Recovery Plan has a stated goal to "Undertake Marketing & Lead Generation Campaign;" and,

WHEREAS, said goal is the responsibility of the Economic Development Department; and,

WHEREAS, the Economic Development Department has decided to proceed with a Marketing campaign entitled "AMHERST LEADS," and,

WHEREAS, professional logo and graphic design is a necessary and integral part of conveying marketing brand development and messaging; and,

WHEREAS, The Town of Amherst has identified EMS Design to have a proven track record of excellence, reliability and creativity in graphic design; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to execute a Professional Services Agreement between the Town of Amherst and EMS Design pending CRS approval. CRS #3782.

12/2/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Lavin and unanimously approved 4-0.

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

2. Resolution 2022-1243

Agreement Between the Town of Amherst and HM Insurance Group CRS #3783

Suspension to Town Board Agenda Item December 12, 2022

TO: **Amherst Town Board**

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

DATE: **December 12, 2022**

RE: **Agreement between the Town of Amherst and HM Insurance Group**

BE IT RESOLVED that the Town Board hereby authorizes the supervisor to sign an agreement with HM Insurance Group for the provision of Stop Loss coverage for calendar year 2023 as detailed on the attached rate proposal, contingent upon successful completion of the Town's contract routing process. CRS #3783.

12/2/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Lavin and unanimously approved 4-0.

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

3. Resolution 2022-1244

Resolution – Independent Health Corporation Medical Administrative Services Extension Agreement CRS #3785

Suspension to Town Board Agenda Item December 12, 2022

TO: **Amherst Town Board**

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

DATE: **December 12, 2022**

RE: **Resolution - Independent Health Corporation Medical Administrative Services Extension Agreement**

WHEREAS, RFP #202005 Medical Administration Services was awarded to Independent Health for the period January 1, 2021 through December 31, 2022; and

WHEREAS, the contract includes a provision for renewal, and the Town and Independent Health wish to extend the contract for two additional years;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Supervisor to sign the Self-Funded Medical Administrative Services Quote and the Administrative Services Agreement with Independent Health Corporation for the period January 1, 2023 through December 31,2024; and

BE IT FURTHER RESOLVED, that approval is contingent upon successful completion of the Town's contract routing system, through which modifications to the documents may be made by the Town Attorney, due to the need for a contract to be in place prior to January 1, 2023. CRS #3785 (Original CRS #2248).

12/2/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Lavin and unanimously approved 4-0.

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

4. Resolution 2022-1245

Pharmacy Benefit Dimensions, LLC Prescription Drug Administration Services Extension Agreement CRS #3786

Suspension to Town Board Agenda Item December 12, 2022

TO: **Amherst Town Board**

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

DATE: **December 12, 2022**

RE: **Pharmacy Benefit Dimensions, LLC Prescription Drug Administration Services Extension Agreement**

WHEREAS, RFP #202006 Prescription Drug Administration Services was awarded to Pharmacy Benefit Dimensions for the period January 1, 2021 through December 31, 2022; and

WHEREAS, the Town and Pharmacy Benefit Dimensions wish to extend the contract for two additional years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Amendment to the Pharmacy Benefit Management Services Agreement with Pharmacy Benefit Dimensions, LLC, for the period January 1, 2023 through December 31,2024; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Town's contract routing system, through which modifications to the document may be made by the Town Attorney, due to the need for a contract to be in place prior to January 1, 2023. CRS #3786 (Original CRS #2251).

12/2/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Lavin and unanimously approved 4-0.

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

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 4-0. Public Expression was opened at 9:01 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 4-0. Public Expression was closed at 9:01 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 4-0. The Town Board meeting of December 12, 2022 was adjourned at 9:01 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 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.

12/12/2022
A motion to adjourn was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26792 **RESOLUTION 2022-1168** **ROLL CALL VOTE (ADOPTED)**

North Bailey Sewer Project (Bond Resolution - $100,000)

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **North Bailey Sewer Project**
2022-2027 C.I.P. - Project No. E-53
Bond Resolution - $100,000

The above-referenced matter is scheduled for a Public Hearing on December 12, 2022 at 7:00 p.m. In this regard, kindly adopt a resolution (1) Adopting the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department **prior to the Public Hearing being deemed closed**; and (2) Adopting the attached bond documents **once the Public Hearing has been deemed closed**.

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

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item - December 12, 2022**)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)
Jessica Boudreau, PE, Project Manager (*w/attachment*)

12/12/2022
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 7:04 PM.

Jessica Boudreau, Project Manager, presented.

A motion to approve the SEQR determination was made by Supervisor Kulpa, seconded by

Councilmember Bucki and unanimously approved 4-0.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 7:09 PM.

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

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM October 19, 2022

TO: Jessica Boudreau, P.E., Project Manager
Engineering Department

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

RE: SEQR Determination
North Bailey Sewer Project
2021-2027 C.I.P. Project E-53 – TOA Job No. 2022.025

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\North Bailey Sewer Project_2021_2027_E-53_10_19_2022.docx

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

Attachment: SEQR E-53 (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

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

December 12, 2022

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on December 12, 2022.

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

* * *

The Supervisor stated that a public hearing had been called for this meeting at the Town Hall, 5583 Main Street, Williamsville, New York, at 7 o'clock P.M. (Prevailing Time) to consider the increase and improvement of facilities of Consolidated Sanitary Sewer District, at the estimated total cost of $100,000, consisting of planning of the North Bailey Sewer Project required in connection therewith, as described in the map, plan and report dated October 27, 2022 (CIP Project No. E-53) prepared by the Town Engineering Department; and to hear all persons interested in the subject thereof concerning the same and for such other action on the part of the Town Board with relation thereto as may be required by law. The Town Clerk presented affidavits showing that the Notice of said public hearing had been duly published and posted pursuant to the provisions of Article 12 of the Town Law.

Attachment: CertExMins (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

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

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

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

Attachment: CertExMins (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed Extract of Minutes of a meeting of the Town Board of said Town of Amherst duly called and held on December 12, 2022, has been compared by me with the original minutes as officially recorded in my office as Town Clerk, and is a true, complete and correct copy thereof and of the whole of said original minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 12th day of December, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertExMins (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED DECEMBER 12, 2022, APPROPRIATING $100,000 FOR THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE CONSOLIDATED SANITARY SEWER DISTRICT, AND AUTHORIZING THE ISSUANCE OF BONDS OF SAID TOWN IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE SAID APPROPRIATION

Offered by: _____

Seconded By: _____

Recital

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

Now, therefore, be it

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

Section 1. The Town hereby appropriates the amount of $100,000 for the increase and improvement of facilities of the District, consisting of the planning of the North Bailey

Attachment: CertBondReso (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

Sewer Project as described in the map, plan and report dated October 27, 2022 (CIP Project No. E-53) prepared by the Town Engineering Department. The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $100,000. The plan of financing includes the issuance of $100,000 bonds of the Town to finance said appropriation and the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same.

Section 2. Bonds of the Town are hereby authorized to be issued in the principal amount of $100,000 pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

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

(a) The period of probable usefulness of the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 62(2nd) of the Law, is five (5) years.

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

Attachment: CertBondReso (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

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

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

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

Attachment: CertBondReso (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

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

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

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

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

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

Attachment: CertBondReso (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

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

Supervisor Brian J. Kulpa	voting _____
Councilwoman Jacqualine Berger	voting _____
Councilwoman Deborah Bruch Bucki	voting _____
Councilman Shawn Lavin	voting _____
Councilman Michael R. Szukala	voting _____

The Resolution was declared adopted.

Attachment: CertBondReso (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution of the Town Board of said Town adopted at a meeting duly called and held on December 12, 2022, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 12th day of December, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertBondReso (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

At a meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 12th day of December, 2022.

PRESENT:

Hon. Brian J. Kulpa, Supervisor
Jacqualine Berger, Councilwoman
Deborah Bruch Bucki, Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

In the Matter

of the

Increase and Improvement of Facilities of the Consolidated Sanitary Sewer District, in the Town of Amherst, in the County of Erie, New York, pursuant to Section 202-b of the Town Law

Offered by: _____

Seconded By: _____

RESOLUTION AND
ORDER AFTER PUBLIC
HEARING

WHEREAS, the Town Board of the Town of Amherst (herein called the "Town"), in the County of Erie, New York, on behalf of the Consolidated Sanitary Sewer District (herein referred to as the "District"), has caused the Town Engineering Department, engineers duly licensed by the State of New York (the "Engineer"), to prepare a map, plan and report dated

Attachment: CertROAfterPH (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

October 27, 2022 (CIP Project No. E-53), for the increase and improvement of facilities of the District, consisting of planning of the North Bailey Sewer Project as described in said report; and

WHEREAS, the Engineer has estimated that the cost of such increase and improvement of facilities shall be $100,000 and said map, plan and report have been filed with the Town Board; and

WHEREAS, the Town Board adopted an Order describing in general terms of the proposed increase and improvement of such facilities, specifying the estimated cost thereof, and stating the Town Board would meet to hear all persons interested in said increase and improvement of facilities on December 12, 2022 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York; and

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

WHEREAS, such public hearing was duly held by the Town Board on the 12th day of December, 2022 at 7 o'clock P.M. (Prevailing Time) at the Town Hall, 5583 Main Street, Williamsville, New York, with considerable discussion on the matter having been had and all persons desiring to be heard having been heard, including those in favor of and those in opposition to said increase and improvement of such facilities; and

WHEREAS, the Town Board, as lead agency, has given due consideration to the impact that the project described herein may have on the environment and has determined that such project is a Type II project which will not result in any significant adverse environmental impacts, pursuant to the State Environmental Quality Review Act (SEQRA), constituting Article 8 of the Environmental Conservation Law, and 6 N.Y.C.R.R., Regulations Part 617.5;

Now, therefore, be it

Attachment: CertROAfterPH (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

DETERMINED, that it is in the public interest to increase and improve the facilities of the District as hereinabove described, at the estimated total cost of $100,000; and it is hereby

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

FURTHER ORDERED, that the expense of said increase and improvement of facilities shall be financed by the issuance of $100,000 bonds of the Town, and the cost of said increase and improvement of facilities, including payment of principal of and interest on said bonds, shall be paid by the assessment, levy and collection of assessments upon the several lots and parcels of land within the District which the Town Board shall deem especially benefited by said facilities, so much upon and from each as shall be in just proportion to the amount of benefit which the improvement shall confer upon the same; and it is hereby

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

DATED: December 12, 2022

(SEAL)

TOWN BOARD OF THE TOWN OF AMHERST

Attachment: CertROAfterPH (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

The adoption of the foregoing Resolution and Order was duly put to a vote on roll call, which resulted as follows:

Supervisor Brian J. Kulpa	voting _____
Councilwoman Jacqualine Berger	voting _____
Councilwoman Deborah Bruch Bucki	voting _____
Councilman Shawn Lavin	voting _____
Councilman Michael R. Szukala	voting _____

The Resolution and Order were declared adopted.

Attachment: CertROAfterPH (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed resolution and order of the Town Board of said Town adopted at a meeting duly called and held on December 12, 2022, has been compared by me with the original resolution and order as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said resolution and order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 12th day of December, 2022.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertROAfterPH (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

Town of Amherst
Engineering Department

North Bailey Sewer Project

2022-2027 CIP Project E-53
Town of Amherst Project 2022.025

Map, Plan & Report

October 27, 2022

Contents:

- Approved Resolution 2022 – 2027 CIP Amendment Project E-53
- Introduction/Background
- Location
- Proposed Scope of Improvements
- Cost Estimate
- Financial / Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221
(716) 631-7154

Attachment: MPR E-53 North Bailey Sewer Project (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

Summary of 2022 – 2027 Capital Improvement Program Amendment Resolution: North Bailey Sewer Project

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

Francina J. Spoth
Town Clerk

Meeting: 10/03/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26515 **RESOLUTION 2022-967** **ADOPTED**

2022-2027 CIP Amendment - North Bailey Sewer Project

The Engineering Department is recommending amendment of the 2022-2027 CIP for the above mentioned project in the amount shown in the table below.

CIP No.	Project Description	2022 CIP Allocation	Amend to	Funding Source/Account
E-52	Boulevard Mall: Core Road Design	$950,000	$850,000	LA
E-53 (new)	North Bailey Sewer Project	$0	$100,000	LG

LA = General Fund Bond; LG = Sanitary Sewer District Bond

Please approve this amendment to the 2022-2027 CIP and reassign the funding as identified above. Please note that the above request is a budget neutral amendment.

Thank you for considering this request.

10/3/2022
Consent

FINANCIAL IMPACT:

budget neutral

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

Attachment: MPR E-53 North Bailey Sewer Project (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

Introduction/Background:

In 2020, the Town of Amherst created an Action Plan for the Boulevard Central District (BCD) that envisions what the future land use within the area could look like and steps to take in order to realize that vision. Exhibit 1 shows the boundary of the BCD. One of the first steps taken was to rezone much of the commercial properties within the BCD to a Mixed-Use Zoning. Redevelopment of the commercial properties into mixed-use developments will significantly alter the sanitary sewer flows generated from the area. The Boulevard Mall property, located at 1265 Niagara Falls Boulevard, is one of the largest pieces of property within the BCD where mixed-use redevelopment is expected. Unfortunately, the existing sanitary sewers servicing the Boulevard Mall will not have adequate capacity to convey the anticipated sanitary flows. Preliminary analyses determined that a new sanitary sewer connecting the site to Ridge Lea Rd. via a new sanitary sewer along North Bailey Rd. might be a better solution than upsizing the existing sewers along Niagara Falls Boulevard. The Town plans to engage a consultant to do a preliminary design of the concept in order to determine the most viable solution and expected costs of the new sewer.

Location:

The boundary of the Boulevard Central District referenced above is shown below in Exhibit 1. This is the same Exhibit used in the Draft version of the *Boulevard Central District Urban Renewal Plan* dated August 29, 2022.

The location of the likely proposed sewer alignment will begin at the intersection of Maple Road and Alberta Drive, head east along Maple Road to North Bailey Avenue, then north along North Bailey Avenue connecting to the existing sewer located on Ridge Lea crossing under the Youngman Memorial Highway (I-290). Exhibit 2 shows the anticipated new sanitary sewer alignment. Alternative alignments may be explored during the preliminary design based on minimizing impacts to traffic and conflicts with existing utilities.

Attachment: MPR E-53 North Bailey Sewer Project (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

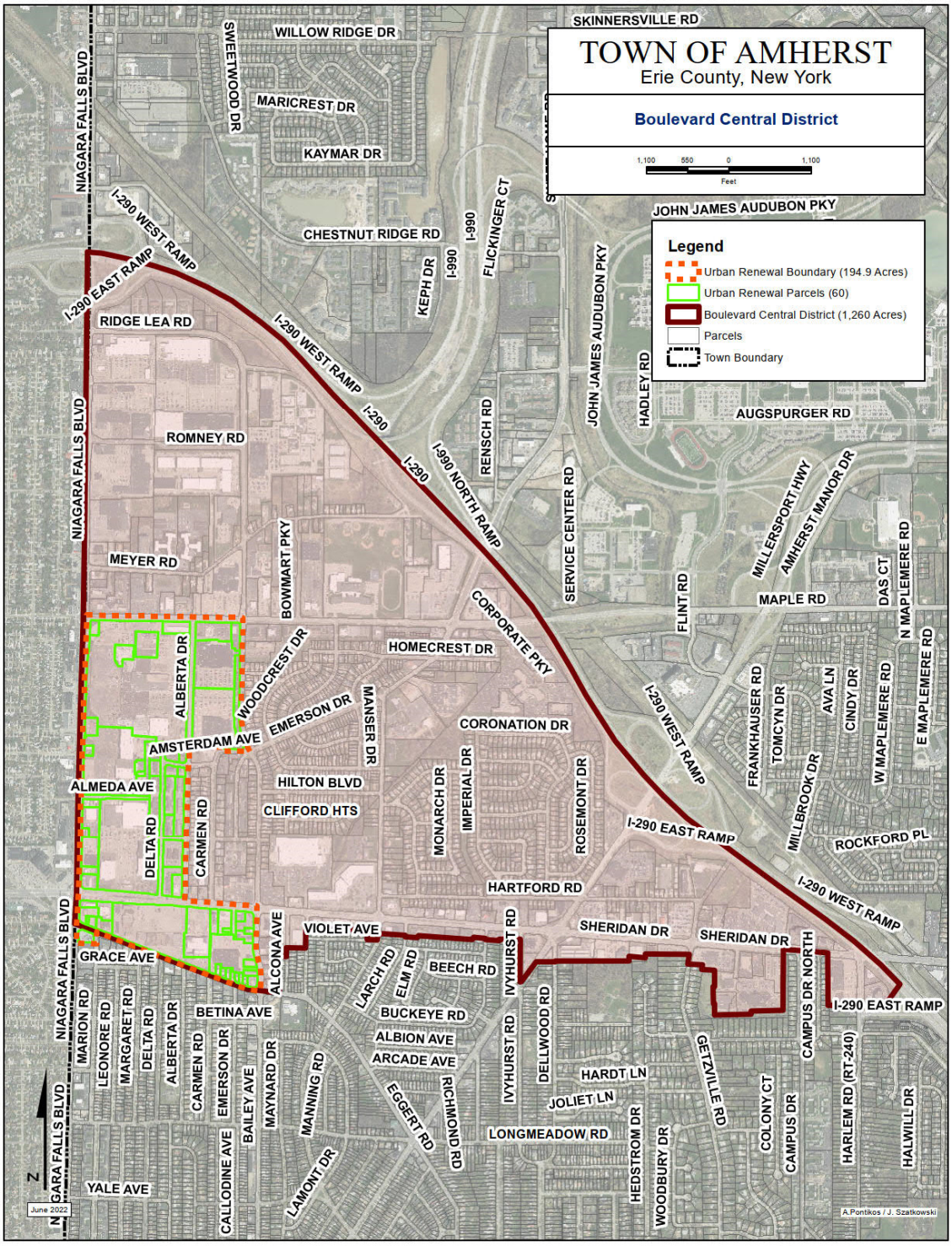

Exhibit 1: Boulevard Central District Boundary

Attachment: MPR E-53 North Bailey Sewer Project (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

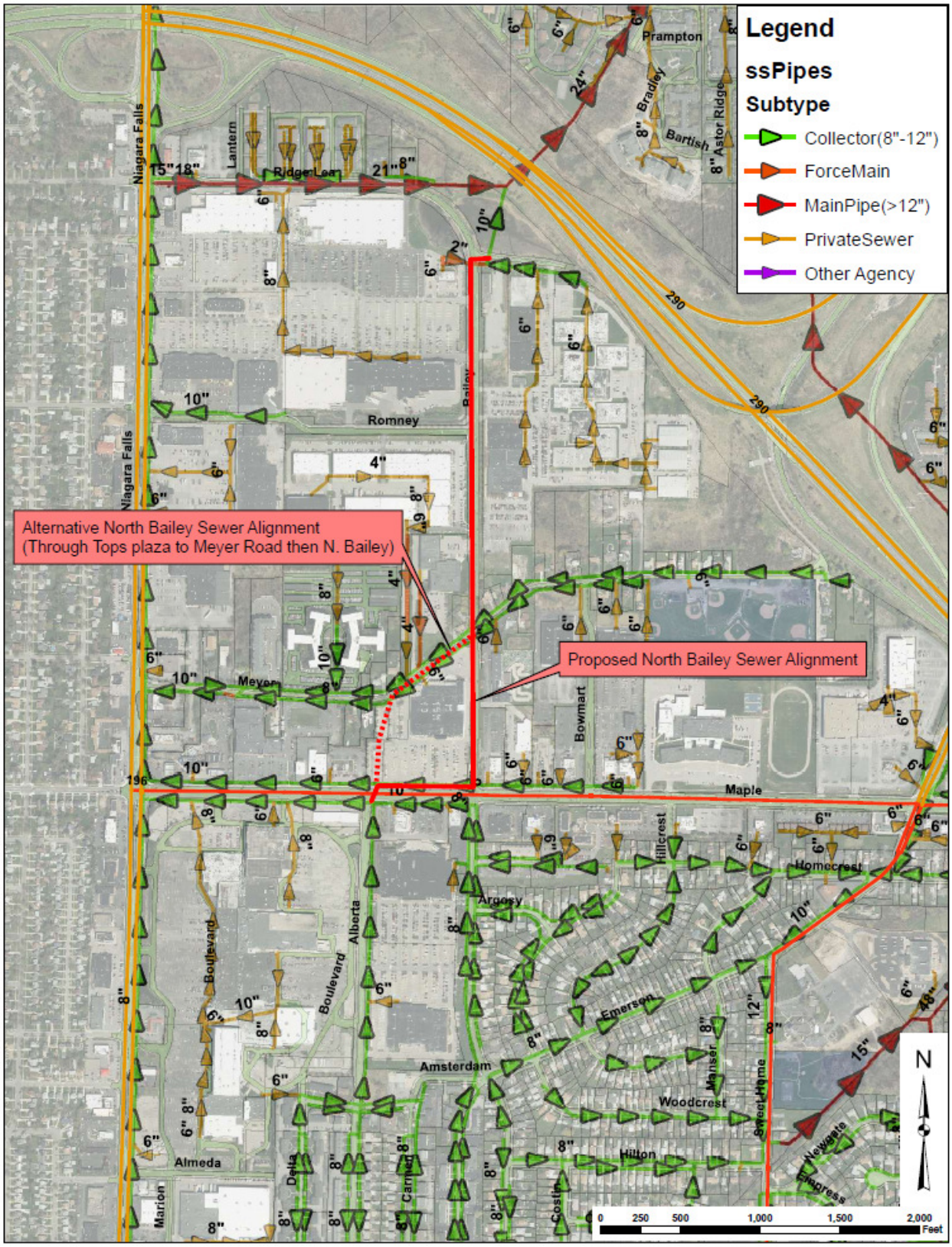

Exhibit 2: North Bailey Sewer Alignment

Attachment: MPR E-53 North Bailey Sewer Project (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

Proposed Scope of Improvements:

The design consultant will develop a preliminary design for the proposed new North Bailey sanitary Sewer. They will determine required sewer size based on anticipated flows and available slopes along the route. The alignment options will be analyzed and a final recommendation will be made. Schematic level plans (15% conceptual level) as well as a preliminary Engineer's Report will be provided describing the project constraints, assumptions, and recommended design. A Preliminary cost estimate for the final design and construction of the proposed sewer will also be provided. It is anticipated that this work will begin in late 2022 and preliminary design will be completed by the end of 2023.

Cost Estimate:

Professional Services	$ 99,500.00
Legal/Administrative/Interest	$ 500.00
	$ 100,000.00

Financial/Taxation Summary:

Total Bond Amount:	$100,000.00
Bond Term:	5 Years
Annual Tax Impacts:	$0.0021 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$0.4197 per $200,000 property

SEQR Determination:

See attached memo from the Town Planning Department.

Attachment: MPR E-53 North Bailey Sewer Project (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM October 19, 2022

TO: Jessica Boudreau, P.E., Project Manager
Engineering Department

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

RE: SEQR Determination
North Bailey Sewer Project
2021-2027 C.I.P. Project E-53 – TOA Job No. 2022.025

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\North Bailey Sewer Project_2021_2027_E-53_10_19_2022.docx

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

Attachment: MPR E-53 North Bailey Sewer Project (RES-2022-1168 : North Bailey Sewer Project (Bond Resolution - $100,000))

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26811 A **RESOLUTION 2022-1169** **ADOPTED**

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

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 5, 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)**

A Public Hearing is scheduled for December 12, 2022 at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2023 calendar year.

After the Public Hearing has been deemed closed, kindly pass a resolution authorizing the Supervisor to execute each contract referenced above and attached hereto pending successful completion of the Contract Routing System (CRS).

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments,* **Agenda Item - December 12, 2022**)

12/12/2022
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 7:10 PM.

Stan Sliwa, Town Attorney, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Szukala and unanimously approved 4-0. The public hearing was closed at 7:14 PM.

A motion to adopt was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

FINANCIAL IMPACT:

As detailed in the attached 2023 Adopted Budget sheet.

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

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 1 (2023)
AUTUMN HARVEST FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Autumn Harvest Fire Protection District No.1, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Autumn Harvest Fire Protection District No.1, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023AutumnHarvestFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023AutumnHarvestFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel and apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2023AutumnHarvestFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Sixty Thousand Two Hundred Thirty-Six Dollars and Forty-Six Cents ($60,236.46).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2023AutumnHarvestFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2023AutumnHarvestFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023AutumnHarvestFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023AutumnHarvestFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

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

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

_____
Notary Public

Attachment: 2023AutumnHarvestFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023LammPostFirePROtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 2 (2023)
LAMM POST FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Lamm Post Fire Protection District No.2, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lamm Post Fire Protection District No.2, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023LammPostFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30 (11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Twenty-Two Cents ($0.22).

Attachment: 2023LammPostFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023LammPostFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2023LammPostFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023LammPostFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023LammPostFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

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

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

_____
Notary Public

Attachment: 2023LammPostFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023LehnSpringsFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 3 (2023)
LEHN SPRINGS FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Lehn Springs Fire Protection District No. 3, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Lehn Springs Fire Protection District No.3, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023LehnSpringsFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2023LehnSpringsFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Eleven Thousand Nine Hundred Thirty Dollars and Fifty-Three ($11,930.53).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2023LehnSpringsFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2023LehnSpringsFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023LehnSpringsFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023LehnSpringsFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023LehnSpringsFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023MillStreetFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 4 (2023)
MILL STREET FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Mill Street Fire Protection District No.4, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Mill Street Fire Protection District No.4, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023MillStreetFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2023MillStreetFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Ten Thousand Seven Hundred Fifty Dollars and Twenty-Five Cents ($10,750.25).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2023MillStreetFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Attachment: 2023MillStreetFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

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

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

_____
Notary Public

Attachment: 2023MillStreetFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Attachment: 2023MillStreetFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

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

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

_____
Notary Public

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

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

_____
Notary Public

Attachment: 2023MillStreetFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Attachment: 2023ParkClubFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 15 (2023)
PARK CLUB FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ____ day of December, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Park Club Fire Protection District No.15, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Park Club Fire Protection District No.15, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023ParkClubFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2023ParkClubFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue service as aforesaid, the Town of Amherst shall pay to the Party of the

Second Part the sum of Forty-Six Thousand Six Hundred Thirty Dollars and Sixty Cents ($46,630.60).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

Attachment: 2023ParkClubFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Attachment: 2023ParkClubFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

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

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

_____
Notary Public

Attachment: 2023ParkClubFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

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

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

_____
Notary Public

Attachment: 2023ParkClubFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

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

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

_____
Notary Public

Attachment: 2023ParkClubFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Attachment: 2023WilliamsvilleSheridanFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-

TOWN OF AMHERST
CONTRACT FOR FIRE AND EMERGENCY SERVICES

DISTRICT NO. 16 (2023)
WILLIAMSVILLE-SHERIDAN FIRE PROTECTION DISTRICT

WITH THE VILLAGE OF WILLIAMSVILLE

THIS AGREEMENT, made this ___ day of December, 2022 and between the Town Board of the Town of Amherst, acting on behalf of Williamsville-Sheridan Fire Protection District No.16, Party of the First Part, and the Village of Williamsville, a municipal corporation having its principal office and place of business located at 5565 Main Street, Village of Williamsville, Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, The Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Williamsville Sheridan Fire Protection District No.16, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 21st day of March, 1949, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by Hutchinson Hose Company, within the Village of Williamsville, Town of Amherst, County of Erie and State of New York as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023WilliamsvilleSheridanFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and equipment for the furnishing of fire protection and emergency services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second part agrees to furnish such protection and services in the manner following to wit:

FIRST: The Party of the Second part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient personnel or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus and personnel to come to the aid or assistance of the party of the Second part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York. The Chief of the Williamsville Fire Department shall, except in the case of fire or first aid emergencies, be the final judge as to whether or not any incident constitutes an emergency requiring the professional assistance of the Department.

Attachment: 2023WilliamsvilleSheridanFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Williamsville Fire Department duly constituted pursuant to the provision of Section 209B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical and rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Three Hundred Five Thousand Two Hundred Ninety-Three Dollars and Forty-Four Cents ($305,293.44).

Attachment: 2023WilliamsvilleSheridanFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Town Supervisor

VILLAGE OF WILLIAMSVILLE

BY: _____
Deb Rogers, Mayor

HUTCHINSON HOSE COMPANY INC.

By: _____
Joseph Doerfler, President

Attachment: 2023WilliamsvilleSheridanFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-

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

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

_____
Notary Public

Attachment: 2023WilliamsvilleSheridanFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-

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

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

_____
Notary Public

Attachment: 2023WilliamsvilleSheridanFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-

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

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

_____
Notary Public

Attachment: 2023WilliamsvilleSheridanFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 06/03/2022

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

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

PRODUCER The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221	**CONTACT NAME:** Christopher Ross **PHONE (A/C, No, Ext):** (716) 549-3500 **FAX (A/C, No):** (716) 926-8690 **E-MAIL ADDRESS:** cross@evansagencyins.com
INSURED Village Of Williamsville 5565 Main Street Williamsville NY 14221	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** New York Municipal Ins. Reciprocal **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		MPLVWLVL001	06/01/2022	06/01/2023	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 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MCAVWLVL001	06/01/2022	06/01/2023	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 [ ] RETENTION $			MECVWLVL001	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 20,000,000
	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)

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ian K Whitlow

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Attachment: COIVOW2022.2023 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-

Additional Named Insureds

Other Named Insureds	
Hutchinson Hose Company	Additional Named Insured
Williamsville Fire Dept	Additional Named Insured

Attachment: COIVOW2022.2023 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-

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Attachment: 2023EastAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 13 (2023)
EAST AMHERST FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this ___ day of December, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the East Amherst Fire Protection District No. 13, Party of the First Part, and the East Amherst Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the East Amherst Fire Department, Inc., Fire Protection District No.13, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the East Amherst Fire Department, Inc., and the East Amherst Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023EastAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, doctor or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the so-called "Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firemen of the company of Emergency Rescue and First Aid

Squad duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firemen to operate the same in a competent and efficient manner.

THIRD: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FOURTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Seven Hundred Fifty-One Thousand Five Hundred Sixty-Three Dollars and Forty-Seven Cents ($751,563.47).

FIFTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds.

Attachment: 2023EastAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023EastAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

SIXTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer fireman or member of an emergency rescue and first aid of a fire patrol sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

SEVENTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

EIGHTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

NINTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firemen as provided for by law.

TENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

EAST AMHERST FIRE DEPARTMENT, INC.

BY: _____
Ken Rusin, President

Attachment: 2023EastAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023EastAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023EastAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 06/09/2022

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

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

PRODUCER Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	**CONTACT NAME:** Deborah DeLucia **PHONE (A/C, No, Ext):** (716) 631-0190 **FAX (A/C, No):** (716) 631-0198 **E-MAIL ADDRESS:** DDelucia@emsinsurance.com
INSURED East Amherst Fire Department, Inc 9100 Transit Road East Amherst NY 14051	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins. Co 19445 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL226910481 **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:			VFNU-TR-0011595	06/01/2022	06/01/2023	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 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VFNU-CM-0011596	06/01/2022	06/01/2023	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 [ ] RETENTION $			VFNU-TR-0011595	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Town of Amherst is listed as additional insured.

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: COIAddlIns (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-3721))

Attachment: 2023EllicottCreekFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 9 (2023)
ELLICOTT CREEK VOLUNTEER FIRE CO., INC.

THIS AGREEMENT, made this ____ day of December, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Ellicott Creek Fire Protection District No. 9, Party of the First Part, and the Ellicott Creek Volunteer Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Ellicott Creek Volunteer Fire Co., Inc., Fire Protection District No. 9, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 30th day of July, 1956, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Ellicott Creek Volunteer Fire Co., Inc., and the Ellicott Creek Emergency Rescue and First Aid Squad, as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023EllicottCreekFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Ellicott Creek Volunteer Fire Co., Inc., duly

constituted pursuant to the provision of Section 209-B of the General Municipal Law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Six Hundred Ninety-Eight Thousand One Hundred Twenty-One Dollars and Sixty Cents ($698,121.60).

Attachment: 2023EllicottCreekFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023EllicottCreekFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

ELLICOTT CREEK VOLUNTEER FIRE COMPANY, INC.

BY: _____
Brian Wildrick, President

Attachment: 2023EllicottCreekFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023EllicottCreekFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023EllicottCreekFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

ELLI-C1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2022

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

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

PRODUCER Moses Insurance Group WWW.MOSESINSURANCE.COM 5475 Main Street Williamsville, NY 14221-6790 716-634-1212	CONTACT NAME: PHONE (A/C, No, Ext): 716-634-1212 FAX (A/C, No): 716-634-1230 E-MAIL ADDRESS:
INSURED Ellicott Creek Vol. Fire Co. 45 South Ellicott Creek Rd Amherst, NY 14228	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Glatfelter Ins Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		VFNU-TR-0008863-02	04/12/2022	04/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 100, $ 5, $ 1,000, $ 10,000, $ 10,000,
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			VFNU-TR-0008863-02	04/12/2022	04/12/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			VFNU-TR-0008863-02	04/12/2022	04/12/2023	EACH OCCURRENCE AGGREGATE	$ 2,000, $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A				VFNU-TR-0008863-01	04/12/2022	04/12/2023	Real Prop	3,590,

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

Certificate Holder is Included as additional insured per written and executed contract per general liability form VGL101.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert A. Moses

ACORD 25 (2016/03)

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Attachment: COIEllCreek.22-23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-

Attachment: COIEllCreek.NorthBaileyEndorsements..22-23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728)

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "bodily injury" and "property damage" only if:
   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
   (2) The "bodily injury" or "property damage" occurs during the policy period; and
   (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. **Expected or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.

b. **Contractual Liability**
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
   (1) That the insured would have in the absence of the contract or agreement; or
   (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
      (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
      (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

d. **Employer's Liability**
"Bodily injury" to:
   (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
   (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
   (3) The spouse, child, parent, brother or sister of that employee or "volunteer" as a consequence of paragraph (1) or (2) above.

   This exclusion applies:
      (a) Whether the insured may be liable as an employer or in any other capacity; and
      (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   This exclusion does not apply to liability assumed by the insured under an "insured contract".

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Attachment: COIEllCreek.NorthBaileyEndorsements..22-23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728)

e. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

(1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
(2) "Training operations"; or
(3) Water runoff from the cleaning of equipment used in "emergency operations"; or
(4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
(5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
    (a) At or from premises you own, rent or occupy; or
    (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

(1) "Bodily injury" or "property damage" arising from; or
(2) The costs of abatement, removal or disposal of:

asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. **Lead, Electromagnetic Radiation, Nuclear**

(1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
    (a) The toxic properties of lead, or any material or substance containing lead; or
    (b) Electromagnetic radiation;

    or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is not being used to carry persons or property for a charge;
(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
(5) A watercraft you own that is:
    (a) Powered by a motor or combination of motors of 100 horsepower or less; or
    (b) Not powered by a motor; or
    (c) A "personal watercraft".

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Attachment: COIEllCreek.NorthBaileyEndorsements..22-23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728)

i. **Mobile Equipment**
"Bodily injury" or "property damage" arising out of:
(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**
"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**
"Property damage" to:
(1) Property you or any insured owns, rents, or occupies;
(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
(3) Property loaned to you or any insured;
(4) Personal property in the care, custody or control of the insured;
(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to “property damage” to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or “employees” of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company’s liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a $100 deductible each “occurrence”.

Paragraphs (5) and (6) of this exclusion do not apply to “property damage” resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**
"Bodily injury" arising out of "personal and advertising injury".

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m. **Sexual Abuse**
"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**
Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**
"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";
if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B** or **C** or medical expenses under **COVERAGE D.**
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions Applicable to Coverage B

This insurance does not apply to:

a. **Knowing Violation of the Rights of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. **Material Published with Knowledge of Its Falsity**
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior to the Policy Period**
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.

e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality or Performance of Goods**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. **Pollution**
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.

k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".

l. **Employment Practices**
"Personal and advertising injury" arising out of your "employment practices".

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m. **Asbestos**
Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**
(1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
(a) The toxic properties of lead, or any material or substance containing lead; or
(b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**
"Personal and advertising injury", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**
"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.
b. This insurance applies only if the damages are caused by a "medical incident" that takes place:
(1) During the policy period; and
(2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

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In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**
Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**
Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. **Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions Applicable to Coverage D**

We will not pay expenses for "bodily injury":

a. **Any Insured**
To any insured.

b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletic Activities**
To a person injured while taking part in athletics.

f. **Products – Completed Operations Hazard**

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Included within the "products-completed operations hazard".

g. **Professional Health Care Services**
To any person for "professional health care services" provided by you.

h. **Coverage A**
Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $300 a day because of time off from work.
   e. All costs taxed against the insured in the "suit".
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

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So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an “auto” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency operation”.
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an “insured contract”, if agreed to by you prior to the “bodily injury”, “property damage”, “personal and advertising injury”, or “medical incident”, but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to “property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
   c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
   d. **COVERAGE C** does not apply to a “medical incident” that took place before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under **COVERAGE D**;
   b. Damages under **COVERAGE A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   c. Damages under **COVERAGE B**; and
   d. Damages under **COVERAGE C**;
   for each Named Insured shown in the Declarations and each “location” owned by or rented to you.

3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
   a. Damages under **COVERAGES A** and **C**; and
   b. Medical expenses under **COVERAGE D**;
   because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one “medical incident”.

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

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The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. **Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
      (1) How, when and where the "occurrence", offense or "medical incident" took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
   e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.
   f. Knowledge of an "occurrence", offense or "medical incident" by any of your agents, volunteers or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or "employee".

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3. **Legal Action Against Us**

No person or organization has a right under this coverage part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

a. Primary Insurance
This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance
This insurance is excess over:
(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
(a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
(b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
(d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;
(e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
(f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

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(2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B** or **C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Representations**

By accepting this policy, you agree:

a. The information in the Declarations is accurate and complete;

b. The information is based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

7. **Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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8. **When We Do Not Renew**

   If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All other parts of the world if:
      (1) The injury or damage arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or
         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Emergency operations" means actions:
   a. Which are urgent responses for protection of property, human life, health or safety; and
   b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
   c. Which are sanctioned by:
      (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
      (2) An officer, volunteer member or "employee" of such organization.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
   a. Failing to hire or refusing to hire;
   b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
   c. Wrongful deprivation of a career opportunity, or failure to promote;
   d. Wrongful discipline of volunteers or "employees";
   e. Negligent evaluation of volunteers or "employees";
   f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
   g. Failure to adopt adequate workplace or employment-related policies and procedures;
   h. Harassment, including "sexual harassment"; or

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i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.

8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;
   if such property can be restored to use by:
   (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
   (2) Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph f. does not include that part of any contract or agreement:
      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto"; or
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. “Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

14. “Medical incident” means any act, error or omission in the rendering of or failure to render “professional health care services” by you or by anyone for whose “professional health care services” you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one “medical incident”.

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing; or
            (c) Street cleaning;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. “Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. “Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
    d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication in any manner of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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18. “Personal watercraft” means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.

19. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    b. Does not include "bodily injury" or "property damage" arising out of:
        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
        (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. “Professional health care services” means:
    a. Providing medical or nursing services;
    b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
    c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
    d. Handling of patients:
        (1) From the place where they are accepted for movement into or onto the means of transport,
        (2) During transport, and
        (3) From the means of transport to the place where they are finally delivered;
    e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
    f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
    g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.

21. "Property damage" means:
    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

22. “Sexual abuse” means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. “Sexual abuse” includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include “sexual harassment”.

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23. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
    a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
    b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

    But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.

27. "Your product" means:
    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
        (1) You;
        (2) Others trading under your name; or
        (3) A person or organization whose business or assets you have acquired; and
    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes:
        (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (b) The providing of or failure to provide warnings or instructions.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work" means:
    a. Work or operations performed by you or on your behalf; and
    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 11 (2023)
GETZVILLE FIRE COMPANY, INC.

THIS AGREEMENT, made this _____ day of December, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Getzville Fire Protection District No.11, Party of the First Part, and the Getzville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Getzville Fire Company, Inc., Fire Protection District No.11, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Getzville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023GetzvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Attachment: 2023GetzvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Getzville Fire Company, Inc. duly constituted

pursuant to law shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Million Two Hundred Eighty-Three Thousand One Hundred Sixty Dollars ($1,283,160.00).

Attachment: 2023GetzvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Attachment: 2023GetzvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

GETZVILLE FIRE COMPANY, INC.

BY: _____
David Steir, President

Attachment: 2023GetzvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

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

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

_____
Notary Public

Attachment: 2023GetzvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

Attachment: 2023GetzvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA

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

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

_____
Notary Public

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2022

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

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

PRODUCER
USI Insurance Services, LLC
726 Exchange St. Ste 618
Buffalo, NY 14210
716 314-2000

CONTACT NAME: Janet Steggles
PHONE (A/C, No, Ext): 716 314-2035 **FAX (A/C, No):**
E-MAIL ADDRESS: janet.steggles@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pitts, PA	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Getzville Fire Company Inc
PO Box 111
630 Dodge Road
Getzville, NY 14068

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		VFNUTR0008400	04/01/2022	04/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$10,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		VFNUTR0008400	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			VFNUTR0008400	04/01/2022	04/01/2023	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$18,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Business Property			VFNUTR0008400	04/01/2022	04/01/2023	SEE BELOW	
A	Auto Phys Damage			VFNUTR0008400	04/01/2022	04/01/2023	SEE BELOW	

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

RE: Operations usual to the Named Insured.
Additional Insured coverage shown above and marked with an X apply only when such cove3rage is required by written contract and executed prior to a loss subject to the following policy endorsements:
GENERAL LIABILITY:
VGL 1010 01/20 Emergency Service Organization General Liability Coverage Form
(See Attached Descriptions)

CERTIFICATE HOLDER
Town of Amherst
5583 Main Street
Williamsville, NY 14221-0000

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: COIGetzville22.23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-3721))

DESCRIPTIONS (Continued from Page 1)

AUTOMOTIBLE LIABILITY:
AUNY25 10/20 Auto Liability Extension Endorsement Emergency SErvice OrganizationsNY
AUTOMOBILE PHYSICAL DAMAGE:
Comprehensive Deductible $250
Collision Deductible $250
Agreed Value Vehicle Replacement
PROPERTY:
Location 1, 630 Dodge Rd, Getzville, NY
Building Limit $5,748,531
Business Personal Property Limit $935,887
Replacement Cost Special From $500 Deductible

Attachment: COIGetzville22.23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-3721))

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 14 (2023)
MAIN-TRANSIT FIRE DEPARTMENT, INC.

THIS AGREEMENT, made this ___ day of December, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Main-Transit Fire Protection District No.14, Party of the First Part, and the Main-Transit Fire Department, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Main-Transit Fire Department, Inc., Fire Protection District No. 14, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Main-Transit Fire Department, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023MainTransitFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023MainTransitFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of Main-Transit Fire Department, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Nine Hundred Seven Hundred Twenty-Three Thousand Dollars and Forty-Four Cents ($901,723.44) per year.

Attachment: 2023MainTransitFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023MainTransitFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 of the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighter as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

MAIN-TRANSIT FIRE DEPARTMENT, INC.

BY: _____
Jeffrey Karl, President

Attachment: 2023MainTransitFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023MainTransitFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023MainTransitFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 11/21/2022

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: Karen Stucker-Leising	
Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	PHONE (A/C, No, Ext): (716) 631-0190	FAX (A/C, No): (716) 631-0198
	E-MAIL ADDRESS: kleising@emsinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Main-Transit Fire Department, Inc.
6777 Main Street
Williamsville NY 14221

COVERAGES **CERTIFICATE NUMBER:** CL2251310301 **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		VFNU-TR-0012635	04/20/2022	04/20/2023	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 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		VFNU-TR-0012635	04/20/2022	04/20/2023	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 [ ] RETENTION $	Y		VFNU-TR-0012635	04/20/2022	04/20/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

The Town of Amherst is included as an additional insured as required by writtten contract

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: COIMainTransit.22-23AddIns (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NEW YORK
AUTO LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. The following revisions are made to **Section II – Covered Autos Liability Coverage** and **Section IV - Business Auto Conditions:**

VOLUNTEERS, EMPLOYEES, AND ELECTED OR APPOINTED OFFICIALS AS INSUREDS - NON-OWNED AUTO LIABILITY COVERAGE

a. **Coverage A.1., Who Is An Insured**, under **Section II – Covered Autos Liability Coverage** is modified by the addition of paragraphs **d., e.** and **f.**, as follows:

d. Any volunteer or "employee" of yours while using a covered "auto" you don't own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".

e. Your elected or appointed officials while using a covered "auto" you don't own, hire or borrow, while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".

f. Your commissioners of the commission, officers of the authorities, members of the board or agencies while using a covered "auto" you do not own, hire or borrow, but only while acting within the authority granted by you and only while performing duties related to the conduct of your business. Anyone else who furnished that "auto" is also an "insured".

OWNER OF TEMPORARY SUBSTITUTE AUTO AS AN INSURED - PRIMARY BASIS

b. **Coverage A.1., Who Is An Insured**, under **Section II – Covered Autos Liability Coverage** is modified by the addition of paragraph **g.**, as follows:

g. The owner or anyone else from whom you rent, lease or borrow a substitute "auto" is an "insured" but only for that covered "auto". The substitute must be for a similar scheduled "auto" which is out of normal use because of its breakdown, repair, servicing, loss or destruction.

c. The following paragraph is added to **B.5.**, **Other Insurance of Section IV - Business Auto Conditions:**

e. Notwithstanding condition **5.a.** and **5.d.** above, a substitute "auto" as described under paragraph **g.** of **Section II – Covered Autos Liability Coverage, Coverage A.1., Who Is An Insured,** is deemed a covered "auto" you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such "auto".

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Attachment: COIMainTransit.22-23AddIns (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S

Attachment: COIMainTransit.22-23AddIns (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S

OWNER OF COMMANDEERED AUTO AS AN INSURED - PRIMARY BASIS

d. **Coverage A.1., Who Is An Insured**, under **Section II – Covered Autos Liability Coverage** is modified by the addition of paragraph **h.**, as follows:

h. The owner of a "commandeered auto" is an "insured" while the "auto" is in your temporary care, custody or control and is being used as part of an "emergency situation".

e. The following paragraph is added to **B.5.**, **Other Insurance of Section IV - Business Auto Conditions:**

f. Notwithstanding condition **5.a**. and **5.d**. above, a “commandeered auto” is deemed a covered “auto” you own. This coverage form provides primary insurance with no consideration of or contribution from other insurance for such “auto”.

2. The following revisions are made to **Section II – Covered Autos Liability Coverage:**

ADDITIONAL INSURED - AUTOMATIC STATUS

a. **Coverage A.1., Who Is An Insured,** is modified by the addition of paragraph **i.,** as follows:

i. Any person or organization for whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional “insured” on your policy, but only to the extent that person or organization qualifies as an “insured” under **Coverage A.1., Who Is An Insured.**

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional “insured” whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be primary in which case any other insurance available to the additional “insured” shall be considered excess and non-contributing.

ADDITIONAL EXPENSES YOU INCUR AT OUR REQUEST

b. **Coverage A.2.a.(4)**, **Coverage Extensions, Supplementary Payments,** is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $300 a day because of time off from work.

EXPECTED OR INTENDED INJURY

c. **Exclusion B.1., Expected Or Intended Injury,** is replaced by the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”. This exclusion does not apply to expected or intended “bodily injury” or “property damage” resulting from actions taken to protect persons or property and arising out of the use of a covered “auto”.

BODILY INJURY TO VOLUNTEER EMERGENCY SERVICE PROVIDERS

d. **Exclusion B.4., Employee Indemnification And Employer's Liability**, is amended by the addition of paragraphs **c.** as follows:

c. Any volunteer, if you provide or are required to provide any benefits for such volunteer under any Workers' Compensation or disability benefits law or under any similar law.

BODILY INJURY TO FELLOW VOLUNTEERS OR EMPLOYEES

e. **Exclusion B.5**., **Fellow Employee**, is deleted.

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3. The following revision is made to **Section IV - Business Auto Conditions:**

KNOWLEDGE OF ACCIDENT

The following paragraph is added to Paragraph **A.2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

d. The failure of any agent, volunteer or "employee" of the "insured", other than an "employee" authorized by you to give or receive notice of an "accident", claim, "suit" or "loss", to notify us of any "accident" of which he or she has knowledge, shall not invalidate insurance afforded by this policy.

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Attachment: COIMainTransit.22-23AddIns (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S

Policy Number
VFNU-TR-0012635-02/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured MAIN-TRANSIT FIRE DEPARTMENT, INC. Effective Date: 04-20-22
12:01 A.M., Standard Time

Agency Name VFIS

CA 20 02	10-13	SOUND RECEIVING EQUIP COVG -FIRE, POLICE
CA 20 25	08-14	NEW YORK MUTUAL AID ENDORSEMENT
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE

GENERAL LIABILITY FORMS AND ENDORSEMENTS

VGL101	01-20	EMERGENCY SERVICE ORGANIZATION GENERAL L
VGL212	01-20	EXCLUSION ELECTRONIC INFORMATION SECURIT
VGL213	03-21	AMENDMENT TO POLLUTION EXCLUSION
VGL303	01-20	MOTORIZED EVENTS
VGL320	01-20	UNMANNED AIRCRAFT COVERAGE
VGLNY1	01-20	NEW YORK CHANGES
VGLNY10	01-20	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICL
VGLNY5	01-20	NEW YORK AMENDMENT - LIMITS OF INSURANCE

MANAGEMENT LIABILITY FORMS AND ENDORSEMENTS

VML101	01-20	EMERGENCY SERVICE ORGANIZATION MANAGEMEN
VMLNY1	01-20	NEW YORK CHANGES
VMLNY12	01-20	AMENDATORY ENDORSEMENT MANAGEMENT LIABIL
VMLNY3	01-20	NEW YORK DISCLOSURE FORM CLAIMS MADE COV
VMLNY4	01-20	EXTENDED REPORTING PERIODS - NEW YORK
VMLNY5	01-20	NEW YORK TRANSFER OF DUTIES
VMLNY6	01-20	NEW YORK AMENDMENT - LIMITS OF INSURANCE
VMLNY7	01-20	NEW YORK CHANGES
VMLNY8	01-20	CYBER LIABILITY AND PRIVACY CRISIS MANAG

EXCESS POLICY FORMS AND ENDORSEMENTS

CX0001	04-13	COMMERCIAL EXCESS LIABILITY COVRG FORM
CX0114	01-14	NEW YORK CHANGES
CX0115	01-11	NY CHANGES-TRNFR DUTIES WHEN LMT USED UP
CX0233	06-20	NEW YORK CHANGES - CANCELLATION AND NONR
CX2101	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDO
CX2130	01-15	CAP ON LOSSES FROM CERTFD ACTS OF TERROR
CXE0112	01-20	PER LOCATION AGGREGATE LIMIT OF INSURANC
CXE0172	01-20	FIREWORKS OR PYROTECHNICS EXCLUSION
CXE0279	01-20	SUBLIMITED COVERAGES ENDORSEMENT
CXE0286	01-20	ERISA EXCLUSION
CXEG0287	01-20	EMERGENCY SERVICE ORGANIZATION AMENDATOR
CXEG0297	01-20	OTHER VALID AND COLLECTIBLE INSURANCE AM
CXEG0329	01-20	UNMANNED AIRCRAFT LIABILITY COVERAGE SUB
CXENY1101	01-22	NEW YORK UNDERLYING CLAIMS-MADE COVERAGE
CXENY1144	01-20	PRODUCTS-COMPLETED OPERATIONS AGGREGATE

POLICYHOLDER NOTICES

118477	03-15	POLICYHOLDER NOTICE - TAXES, ASSESSMENTS
91222	09-16	POLICYHOLDER NOTICE
AGLC105774	01-22	AIG PRIVACY NOTICE

Attachment: COIMainTransit.22-23AddIns (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an “auto” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency operation”.
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an “insured contract”, if agreed to by you prior to the “bodily injury”, “property damage”, “personal and advertising injury”, or “medical incident”, but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to “property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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Policy Number
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Attachment: COIMainTransit.22-23AddIns (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or suits brought, or number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

Attachment: COIMainTransit.22-23AddIns (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S

© Insurance Services Office, Inc., 2012

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION

DISTRICT NO. 10 (2023)
NORTH AMHERST FIRE COMPANY, INC.

THIS AGREEMENT, made this ___ day of December, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the North Amherst Fire Protection District No.10, Party of the First Part, and the North Amherst Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did heretobefore establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Amherst Fire Company, Inc., Fire Protection District No.10, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Amherst Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023NorthAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023NorthAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency rescue and first aid services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer, or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the North Amherst Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

shall proceed diligently in every way reasonably suggested to the extinguishment of the fire and/or the saving of lives and property.

SECOND: The Party of the Second Part shall further provide general ambulance service subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first aid apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection, with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency rescue and first aid service as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of One Hundred Forty Four Thousand Three Hundred Dollars and Fifty Cents ($144,300.50).

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency rescue and first aid squad equipment insured against liability arising out

Attachment: 2023NorthAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023NorthAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of the current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

Attachment: 2023NorthAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

NORTH AMHERST FIRE COMPANY, INC.

BY: _____
Joel Smith, President

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

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

_____
Notary Public

Attachment: 2023NorthAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023NorthAmherstFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 05/03/2022

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: Christopher Ross
The Evans Agency, LLC 6460 Main Street Suite 200 Williamsville NY 14221	PHONE (A/C, No, Ext): (716) 549-3500 FAX (A/C, No): (716) 926-8690 E-MAIL ADDRESS: cross@evansagencyins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
North Amherst Fire Co 2200 Tonawanda Creek Rd Amherst NY 14228	INSURER A : Utica National Ins. of Ohio	13998
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CPP1319228	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5123126	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CULP1319229	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	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)

The certificate holder is included as an additional insured on the General Liability, as required per written and executed contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ian K Whitehouse

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Attachment: COINorthAmherst.22-23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-

TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 18 (2023)
NORTH BAILEY FIRE CO., INC.

THIS AGREEMENT, made this ___ day of December, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the North Bailey Fire Protection District No.18, Party of the First Part, and the North Bailey Fire Co., Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the North Bailey Fire Company, Inc., Fire Protection District No.18, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the North Bailey Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023NorthBaileyFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023NorthBaileyFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of North Bailey Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law shall

proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Two Hundred Eighty-Three Thousand One Hundred Fifty-Seven Dollars and Eighteen Cents ($283,157.18).

Attachment: 2023NorthBaileyFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023NorthBaileyFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

NORTH BAILEY FIRE COMPANY, INC.

BY: _____
William Richter, President

Attachment: 2023NorthBaileyFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023NorthBaileyFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023NorthBaileyFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

NORT-B1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2022

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

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

PRODUCER Moses Insurance Group WWW.MOSESINSURANCE.COM 5475 Main Street Williamsville, NY 14221-6790 716-634-1212	CONTACT NAME: PHONE (A/C, No, Ext): 716-634-1212 FAX (A/C, No): 716-634-1230 E-MAIL ADDRESS:
INSURED North Bailey Fire Co Inc 966 Sweet Home Rd Amherst, NY 14226	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Glatfelter Ins Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		VFNU-TR-0011500-02/000	06/01/2022	06/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 1,000, $ 10, $ 1,000, $ 10,000, $ 10,000,
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			VFNU-CM-0011501-02/000	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			VFNU-TR-0011500-02/000	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE	$ 2,000, $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

certificate holder is included as additional insured per written and executed contract per general liability form VGL101.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert A Moses

ACORD 25 (2016/03)
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Attachment: COINorthBailey.22-23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-

EMERGENCY SERVICE ORGANIZATION
GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under **SECTION II. WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V. DEFINITIONS.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
   (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
   (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B or C** or medical expenses under **COVERAGE D.**

   No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "bodily injury" and "property damage" only if:
   (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
   (2) The "bodily injury" or "property damage" occurs during the policy period; and
   (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
   (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. **Expected or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.

b. **Contractual Liability**
"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
   (1) That the insured would have in the absence of the contract or agreement; or
   (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
      (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
      (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Workers' Compensation and Similar Laws**
Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

d. **Employer's Liability**
"Bodily injury" to:
   (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
   (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
   (3) The spouse, child, parent, brother or sister of that employee or "volunteer" as a consequence of paragraph (1) or (2) above.

   This exclusion applies:
      (a) Whether the insured may be liable as an employer or in any other capacity; and
      (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

   This exclusion does not apply to liability assumed by the insured under an "insured contract".

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e. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

(1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
(2) "Training operations"; or
(3) Water runoff from the cleaning of equipment used in "emergency operations"; or
(4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
(5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
    (a) At or from premises you own, rent or occupy; or
    (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above.

f. **Asbestos**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

(1) "Bodily injury" or "property damage" arising from; or
(2) The costs of abatement, removal or disposal of:

asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. **Lead, Electromagnetic Radiation, Nuclear**

(1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
    (a) The toxic properties of lead, or any material or substance containing lead; or
    (b) Electromagnetic radiation;

    or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. **Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is not being used to carry persons or property for a charge;
(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
(5) A watercraft you own that is:
    (a) Powered by a motor or combination of motors of 100 horsepower or less; or
    (b) Not powered by a motor; or
    (c) A "personal watercraft".

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i. **Mobile Equipment**
"Bodily injury" or "property damage" arising out of:
(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. **War**
"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Damage To Property**
"Property damage" to:
(1) Property you or any insured owns, rents, or occupies;
(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
(3) Property loaned to you or any insured;
(4) Personal property in the care, custody or control of the insured;
(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to “property damage” to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or “employees” of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company’s liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a $100 deductible each “occurrence”.

Paragraphs (5) and (6) of this exclusion do not apply to “property damage” resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. **Personal and Advertising Injury**
"Bodily injury" arising out of "personal and advertising injury".

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m. **Sexual Abuse**
"Bodily injury" arising out of the "sexual abuse" of any person. However, this exclusion shall not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the "sexual abuse". Also, we will defend an insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

n. **Professional Health Care Services**
Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. **Employment Practices**
"Bodily injury" or "property damage" arising out of your "employment practices".

p. **Product Recall**
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
(1) "Your product";
(2) "Your work"; or
(3) "Impaired property";
if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through p. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B** or **C** or medical expenses under **COVERAGE D.**
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions Applicable to Coverage B

This insurance does not apply to:

a. **Knowing Violation of the Rights of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. **Material Published with Knowledge of Its Falsity**
"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior to the Policy Period**
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.

e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. **Quality or Performance of Goods**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. **Pollution**
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.

k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".

l. **Employment Practices**
"Personal and advertising injury" arising out of your "employment practices".

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m. **Asbestos**
Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.

n. **Lead, Electromagnetic Radiation, Nuclear**
(1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
(a) The toxic properties of lead, or any material or substance containing lead; or
(b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. **War**
"Personal and advertising injury", however caused, arising directly or indirectly out of:
(1) War, including undeclared or civil war; or
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Sexual Abuse**
"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:
(1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND C** or medical expenses under **COVERAGE D**.
b. This insurance applies only if the damages are caused by a "medical incident" that takes place:
(1) During the policy period; and
(2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

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In addition, this insurance does not apply to:

a. **Medical Command via Telecommunications Device**
Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. **Criminal Acts**
Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. **Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;
provided that:
(a) The accident takes place in the "coverage territory" and during the policy period;
(b) The expenses are incurred and reported to us within one year of the date of the accident; and
(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
(1) First aid administered at the time of an accident;
(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions Applicable to Coverage D**

We will not pay expenses for "bodily injury":

a. **Any Insured**
To any insured.

b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletic Activities**
To a person injured while taking part in athletics.

f. **Products – Completed Operations Hazard**

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Included within the "products-completed operations hazard".

g. **Professional Health Care Services**
To any person for "professional health care services" provided by you.

h. **Coverage A**
Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $300 a day because of time off from work.
   e. All costs taxed against the insured in the "suit".
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

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So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
   a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
   b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
   c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:
   a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
   b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
   c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
   d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an “auto” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency operation”.
   e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
   f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an “insured contract”, if agreed to by you prior to the “bodily injury”, “property damage”, “personal and advertising injury”, or “medical incident”, but only with respect to liability arising out of your premises or operations.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to “property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
   c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
   d. **COVERAGE C** does not apply to a “medical incident” that took place before you acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under **COVERAGE D**;
   b. Damages under **COVERAGE A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
   c. Damages under **COVERAGE B**; and
   d. Damages under **COVERAGE C**;
   for each Named Insured shown in the Declarations and each “location” owned by or rented to you.

3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
   a. Damages under **COVERAGES A** and **C**; and
   b. Medical expenses under **COVERAGE D**;
   because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one “medical incident”.

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE D** for all medical expenses because of "bodily injury" sustained by any one person.

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The Limits of Insurance of this coverage part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. **Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
      (1) How, when and where the "occurrence", offense or "medical incident" took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.
      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
      (2) Authorize us to obtain records and other information;
      (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
   e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.
   f. Knowledge of an "occurrence", offense or "medical incident" by any of your agents, volunteers or "employees" shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or "employee".

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3. **Legal Action Against Us**

No person or organization has a right under this coverage part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured volunteer, "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **COVERAGES A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, "employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **COVERAGES A, B or C** of this form, our obligations are limited as follows:

a. Primary Insurance
This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance
This insurance is excess over:
(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
(a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
(b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
(d) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the providing, serving or selling of alcoholic beverages to others;
(e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
(f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

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(2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B** or **C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Representations**

By accepting this policy, you agree:

a. The information in the Declarations is accurate and complete;

b. The information is based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

7. **Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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8. **When We Do Not Renew**

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V. DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
   c. All other parts of the world if:
      (1) The injury or damage arises out of:
         (a) Goods or products made or sold by you in the territory described in a. above; or
         (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
      (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Emergency operations" means actions:
   a. Which are urgent responses for protection of property, human life, health or safety; and
   b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
   c. Which are sanctioned by:
      (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or
      (2) An officer, volunteer member or "employee" of such organization.

6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
   a. Failing to hire or refusing to hire;
   b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
   c. Wrongful deprivation of a career opportunity, or failure to promote;
   d. Wrongful discipline of volunteers or "employees";
   e. Negligent evaluation of volunteers or "employees";
   f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
   g. Failure to adopt adequate workplace or employment-related policies and procedures;
   h. Harassment, including "sexual harassment"; or

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i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.

8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;
   if such property can be restored to use by:
   (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
   (2) Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph f. does not include that part of any contract or agreement:
      (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
      (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
      (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
   b. While it is in or on an aircraft, watercraft or "auto"; or
   c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. “Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

14. “Medical incident” means any act, error or omission in the rendering of or failure to render “professional health care services” by you or by anyone for whose “professional health care services” you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one “medical incident”.

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

    However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
        (1) Equipment designed primarily for:
            (a) Snow removal;
            (b) Road maintenance, but not construction or resurfacing; or
            (c) Street cleaning;
        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
        (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. “Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. “Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    a. False arrest, detention or imprisonment;
    b. Malicious prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, or any other interference with real property rights;
    d. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication in any manner of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your "advertisement"; or
    g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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18. “Personal watercraft” means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.

19. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    b. Does not include "bodily injury" or "property damage" arising out of:
        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
        (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
        (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. “Professional health care services” means:
    a. Providing medical or nursing services;
    b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
    c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
    d. Handling of patients:
        (1) From the place where they are accepted for movement into or onto the means of transport,
        (2) During transport, and
        (3) From the means of transport to the place where they are finally delivered;
    e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
    f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
    g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.

21. "Property damage" means:
    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

22. “Sexual abuse” means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. “Sexual abuse” includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include “sexual harassment”.

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23. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
    a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
    b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

    But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

25. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

26. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.

27. "Your product" means:
    a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
        (1) You;
        (2) Others trading under your name; or
        (3) A person or organization whose business or assets you have acquired; and
    b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    "Your product" includes:
        (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (b) The providing of or failure to provide warnings or instructions.

    "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work" means:
    a. Work or operations performed by you or on your behalf; and
    b. Materials, parts or equipment furnished in connection with such work or operations.

    "Your work" includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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TOWN OF AMHERST
CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES

DISTRICT NO. 12 (2023)
SWORMVILLE FIRE COMPANY, INC.

THIS AGREEMENT, made this ___ day of December, 2022, by and between the Town Board of the Town of Amherst, acting on behalf of the Swormville Fire Protection District No.12, Party of the First Part, and the Swormville Fire Company, Inc., located in the Town of Amherst, County of Erie, and State of New York, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the Town Board of the Town of Amherst did hereto before establish a Fire Protection District pursuant to Article 11 of the Town Law, which is known as the Swormville Fire Company, Inc., Fire Protection District No. 12, embracing territory in the Town of Amherst, which territory is fully described in the resolution establishing said district and duly adopted by the Town Board of said Town of Amherst on the 29th day of December, 1958, as amended from time to time; and

WHEREAS, the Town of Amherst may, pursuant to Section 184 of the Town Law, contract for the furnishing of fire protection and for emergency services in cases of accidents, calamities or other emergencies; and

WHEREAS, such proposed contract has been approved by the Swormville Fire Company, Inc., as evidenced by certified resolution on file with the Town Clerk of the Town of Amherst; and

Attachment: 2023SwormvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023SwormvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

WHEREAS, the Party of the Second Part maintains adequate and suitable apparatus and appliances for the furnishing of fire protection and services in case of accidents, calamities or other emergencies.

NOW, THEREFORE, the Town of Amherst does engage the Party of the Second Part to furnish fire protection and emergency medical and rescue services to said district, and the Party of the Second Part agrees to furnish such protection in the manner following to wit:

FIRST: The Party of the Second Part shall at all times during the period of this agreement be subject to call for attendance upon any fire occurring in such district, or render services in case of accidents, calamities or other emergencies in connection with which their service may be required in such district, and when notified by alarm, call from Police Headquarters, call from the Town Central Alarm Office, or telephone call from any person within the district of a fire within the district, and when notified by a call from a police officer or the Town Central Alarm Office of an accident, calamity or other emergency, such department shall respond and attend upon the fire or accident, calamity or other emergency, as the case may be, without delay, and in the event that said Party of the Second Part does not have sufficient men or apparatus, it will immediately call upon other fire companies or fire districts having suitable apparatus to come to the aid or assistance of the Party of the Second Part, said Party of the Second Part representing herein that it is a member of the "Fire Mutual Aid Plan" in effect in the County of Erie, New York.

Upon arrival at the scene of the fire, accident, calamity or other emergency as the case may be, the firefighters of the Swormville Fire Company, Inc. duly constituted pursuant to the provision of Section 209-B of the General Municipal Law

shall proceed diligently in every way reasonably suggested to provide for the extinguishment of the fire and protection of property.

SECOND: The Party of the Second Part shall further provide or cause to be provided emergency medical services subject to such laws and regulations as shall be prescribed by the Party of the Second Part and approved by the Town Board of the Town of Amherst, which services shall be provided to pursuant to Section 209-B of the General Municipal Law.

THIRD: The Party of the Second Part shall keep and maintain its fire and emergency rescue and first response apparatus, equipment and appliances in a good state of repair and ready at all times to furnish fire protection and emergency medical services with the necessary volunteer firefighters to operate the same in a competent and efficient manner.

FOURTH: This contract shall remain in full force and effect from the 1st day of January, 2023 and including the 31st day of December, 2023. Pursuant to Volunteer Firefighter Benefits Law §30(11), upon expiration of this contract, all terms and conditions shall be deemed in full force and effect if negotiations are pending for renewal thereof.

FIFTH: In consideration of furnishing fire protection and emergency medical rescue services as aforesaid, the Town of Amherst shall pay to the Party of the Second Part the sum of Four Hundred Fifty-Eight Thousand Four Hundred Twenty-Eight Dollars and Eighty Cents ($458,428.80).

Attachment: 2023SwormvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

Attachment: 2023SwormvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

SIXTH: The Party of the Second Part will keep its fire apparatus and emergency first response equipment insured against liability arising out of ownership, maintenance or use thereof in amounts of each accident of not less than $2,000,000.00 bodily injury and property damage per occurrence, including wrongful death, in a company authorized to do business in the State of New York, for the benefit of the members of the Party of the Second Part, and shall name the Fire Protection District and the Town of Amherst as additional primary insureds. A copy of a current certificate of insurance must be provided to the Town of Amherst.

SEVENTH: The Town shall pay any and all claims authorized by law or may insure itself against such claims for medical expense, loss of wages, compensation benefits or other claims arising by reason of the injury to or death of a volunteer firefighter sustained while answering, attending upon or returning from any such call, and in the case of the party of the Second Part shall be compelled or required to pay any such claim, the Town shall reimburse the Party of the Second Part the amount paid, within thirty (30) days after making such payment.

EIGHTH: Payments under this contract shall be due and payable on the 1st day of March, 2023 for the 2023 calendar year.

NINTH: Any monies to be paid under any provisions of this agreement shall be a charge upon the said Fire Protection District, to be assessed and levied upon the taxable property in said district, and collected with Town taxes.

TENTH: Members of the fire department of the Party of the Second Part while engaged in the performance of their duties in answering, attending upon or

returning from any call provided for by this contract shall have the same rights, privileges and immunities of volunteer firefighters as provided for by law.

ELEVENTH: Party of the Second Part agrees that it will make available to the Town for its review its financial records and the results of annual audits that are required by New York State Law.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective seals to be affixed, all of this is done the day and year first above written.

TOWN OF AMHERST

BY: _____
Brian J. Kulpa, Supervisor

SWORMVILLE FIRE COMPANY, INC.

BY: _____
Michael Germain, President

Attachment: 2023SwormvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023SwormvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

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

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

_____
Notary Public

Attachment: 2023SwormvilleFireProtectionContract (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 03/29/2022

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

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

PRODUCER	CONTACT NAME: Deborah DeLucia	
Emerling, Floss, Murphy & Associates, LLC. 9092 Main Street Clarence NY 14031	PHONE (A/C, No, Ext): (716) 631-0190	FAX (A/C, No): (716) 631-0198
	E-MAIL ADDRESS: DDelucia@emsinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Swormville Fire Company, Inc 6971 Transit Road East Amherst NY 14051	INSURER A : National Union Fire Ins. Co	19445
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2232909989 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Liquor Liability	Y		VFNU-TR-0002761	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Occurrence	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 10,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VFNU-TR-0002761	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			VFNU-TR-0002761	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 6,000,000 $
	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 included as additional insured.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Floss

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Attachment: COISwormville.22-23 (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW (CRS#S 3723-3728) and TOA (CRS#S 3715-

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	10
			1	06
North Amherst	2022		13	05
F3010	2023		14	13
				18
Getzville	2022		1,25	00
F3011	2023		1,28	00
			2	00
Swormville	2022		44	00
F3012	2023		45	00
				00
East Amherst	2021		73	03
F3013	2022		75	07
			1	04
Main-Transit	2022		88	09
F3014	2023		90	04
			1	05
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	08
				00

Attachment: 2023FPDBudget.Approved (RES-2022-1169 : 2023 Fire Protection District Contracts - VOW

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26798 **RESOLUTION 2022-1170** **WITHDRAWN**

Demolition of 160 Campus Drive

Public hearing with regards to the proposed demolition of the dwelling at 160 Campus Drive.

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26796 **RESOLUTION 2022-1171** **DECISION DATE**

6254 Main Street Rezoning

Request to rezone 6254 Main Street from R-3 to MFR-4A.

12/12/2022
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 7:14 PM.

Attorney Jeff Palumbo, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the January 17th Town Board meeting, seconded by Councilmember Bucki and unanimously approved 4-0. The public hearing was closed at 7:20 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 1/17/2023 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Bucki, Lavin, Szukala	
ABSENT:	Berger	

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

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Town Board Agenda of December 12, 2022

December 1, 2022

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

Subject: Request to rezone 0.28± acres of land from Residential District Three (R-3) to Multi-Family Residential District Four A (MFR-4A); property located at 6254 Main Street. Mohit Kumar, Petitioner. (Z-2022-09).

Honorable Members:

The subject property is a vacant 0.27± acre rectangular parcel located on the north side of Main Street, approximately 330 feet west of Stoneham Way/Tech Drive. Main Street is a New York State Highway designated as a major arterial in the Town of Amherst Bicentential Comprehensive Plan.

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

The purpose of this request is to allow for the potential future development of a two-unit residential building.

The subject site was zoned Residential District Three (R-3) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976

There are no previous site plan approvals for the subject property.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The Town of Amherst Bicentennial Comprehensive Plan's Figure 6 - Conceptual Land Use Plan calls for Single Family Residential (2-4 units per acre) in the area of the subject property. As called for by the Comprehensive Plan, buildout of this lot represents infill development consistent with the surrounding and connecting neighborhoods.

continued . . .

Honorable Town Board

Rezone land from R-3 to MFR-4A;
property located at 6254 Main Street
Agenda of December 12, 2022

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposal rezoning of 0.28± acres from R-3 to MFR-4A, Z-2022-09 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

Buildout of this lot with a single two-family structure will provide a transition between the two adjacent land uses; single family to the west (zoned R-3) and multi-family to the east (zoned MFR-4A).

ADEQUATE SERVICES AND UTILITIES

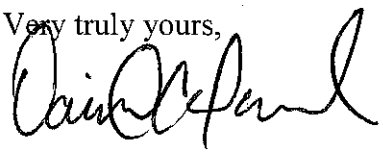
All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted Action, and an environmental assessment consistent with Part 617, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law has been prepared for the subject proposal. Pursuant to Chapter 104 of the Town Code, the requirements of SEQR are complete and the proposal is not expected to have a significant adverse effect on the environment.

RECOMMENDATION

The Planning Board at their meeting of October 25, 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 as stated within their resolution adopted on October 25, 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/GP /ac
Att.
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_6254_Main - Town_Board_Letter_ 12122022.docx

cc: Stanley Sliwa, Town Attorney
Planning Board Approval October 20, 2022
Ayes 6, Noes 0, Absent 1 (Gill)

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-09

PETITIONER

Mohit Kumar
502 Linwood Avenue
Buffalo, New York 14209

PROPERTY LOCATION

6254 Main Street

'22 OCT 28 AM9

WHEREAS the Town of Amherst Planning Board on Thursday, October 20, 2022 held a public hearing on the proposed rezoning of land from Residential District Three (R-3) to Multifamily Residential District Four-A (MFR-4A), and

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

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

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

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

The proposal is consistent with the Conceptual Land Use Plan which shows single-family residential use in this area of the Town.

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

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

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

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

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived since hydric/potentially hydric soils have not been identified on the parcel.

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-09

PETITIONER

Mohit Kumar

PROPERTY LOCATION

6254 Main Street

'22 OCT 28 AM9

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

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

1. That any future development of the site be limited to one a detached single family residence or one two-unit residential dwelling and associated accessory structure.

2. That there be only one curb cut from the subject site onto Main Street.

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

Robert J. Gilmour, Planning Board Chair

10-28-2022
Date

GP/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_resolution_102022.doc
Cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeffery D. Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main St., Suite 3, Clarence, NY 14031
Mohit Kumar, 502 Linwood Ave., Buffalo, NY 14209

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: Z-2022-09 **Acreage** 0.25± **Fee $** 1250

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department N 8/22/22 ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	$ 15.00
	TOTAL FEE:	$ 1,265.00

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051 Fax (716) 631-7153 Web www.amherst.ny.us

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Mohit Kumar

Address: 502 Linwood Avenue

Buffalo (City) NY (State) 14209 (Zip Code)

Phone: _____ Fax _____

E Mail: mohit1612@gmail.com

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

From: R-3 District

To: MFR-4A District

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

6254 Main Street

SBL #: 69.19-1-9

4. **Area of land to be rezoned** (in acres): 0.25+/-

5. **Owner of Land:**

Name: Mohit Kumar

Address: 502 Linwood Avenue

Buffalo (City) NY (State) 14209 (Zip Code)

Phone: _____

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

Name: Jeffery D. Palumbo

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 317-0667 Fax _____

E Mail: jpalumbo@blockandlongo.com

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

7. Petitioner's interest in property

_____ Option to purchase
X Owner
_____ Other (explain) _____

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

N/A

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

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

Liber 11362 Page 8107

11. Information on proposed project:

A. Description of the character of the proposed development: Two unit building

B. Rationale for rezoning request:

1. Why was this site chosen? The site is adjacent to a Multi-Family Townhouse development.

2. Why cannot land be used with the existing zoning? The existing zoning is not feasible for single family development.

3. How will this rezoning impact surrounding properties? There will be no negative impact to the surrounding properties due to a minimal number of units.

4. How will this rezoning impact the school system? There is a potential for a minor number of new students.

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

12. Quantitative Data:

A. Total # of dwelling units 2

B. Distribution of dwelling units by type 2 unit building

C. Gross Residential Density per acre

D. Total amount of Open Space

E. Proposed Non-Residential Floor Area Zero

13. Development Schedule:

Start Spring 2023

Finish Summer 2023

Stages (# of)

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

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

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

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

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the Plan that support the proposed zoning at this location (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.

* There are numerous references to the need for diversity in housing type, especially multifamily, to supplement conventional single family home stock (3.3.1).
* The Comprehensive Plan makes reference to the proposed housing type being desirable along collector or arterial highways (3.3.1).
* Per Section 3-9, the proposed development furthers the Comprehensive Plan's policy to advance redevelopment and revitalization of underutilized, obsolete and vacant properties for economically viable uses.

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

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

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

   No amendments needed.

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

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

1. Sanitary Sewer Available - Amherst Sewer District No. 16
2. Storm Sewer/Drainage Available
3. Water Available
4. Other

C. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:**
MFR-4A property is adjacent to the site.

D. **Suitability of the subject property for uses permitted by the current versus the proposed district:** Due to townhomes approved adjacent to the site, multi-family is more suitable.

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

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

17. The petitioner encloses herewith the sum of $1,265.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Signature of Petitioner

Subscribed and sworn to before me this 22 *day of* August, 2022

Notary Public, Erie County, New York

TRACY A. MURRAY#01MU5077295
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires 05/05/23

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

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

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

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

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

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

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

Town of Amherst Planning Department 5583 Main Street Williamsville New York 14221
(716) 631-7051; Fax: (716) 631-7153; Web: www.amherst.ny.us

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENTS EQUITY SCREEN ON BACK WITH PANTOGRAPH SECURITY ICON

Block, Longo, LaMarca & Brzezinski P.C.
Operating Account
9276 Main Street - Suite 3
Clarence, New York 14031
(716) 317-0622

KeyBank

000065

AUGUST 22, 2022

PAY TO THE ORDER OF TOWN OF AMHERST $1,265.00

ONE THOUSAND TWO-HUNDRED SIXTY-FIVE + 00/100 DOLLARS

Memo KUMAR - 6254 MAIN ST.

⑈000065⑈ ⑆021300077⑆ 329681398841⑈

Security features included. Details on back.

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

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Farmington Cherry Loam 100%					

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

   X Geotechnical report attached _____ Not applicable

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

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

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
   None

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 Townhomes proposed on property adjacent to site.

   (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 5
   Source: _____

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

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

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
    _____ average flow 750 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-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

EXHIBIT "A"

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

Section 1-2-2 of the Zoning Ordinance of the Town of Amherst (the "Code") details the objectives that the ordinance is intended to achieve. Each objective is listed below, along with a brief narrative detailing why the proposed zoning is consistent therewith.

The ordinance is intended to achieve, among others, the following objectives:

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;

The proposed rezoning protects the character and values of surrounding properties and insures their orderly and beneficial development. As indicated on Figure 6 (Conceptual Land Use Plan), this area is earmarked for single-family, as opposed to rural residential development.

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

The proposed development will include green space in the form of lawns and landscaping.

C. To prevent overcrowding of the land;

The proposed development will be constructed in accordance with the standards provided by the Code. This 2 unit building represents a low impact development that will not overcrowd the land.

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

The proposed rezoning and development will not cause an excessive concentration of population and will complement the character of surrounding neighborhoods.

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;

The concept plan provided with this application gives appropriate consideration to the physical configuration of the development site and character of land uses in the immediate area as well as the goals and objectives of the Comprehensive Plan.

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

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

The proposed development will be constructed in compliance with the New York State Fire Prevention and Building Code as well as state and local requirements related to stormwater management.

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;

Due consideration will be afforded to environmental factors through the SEQRA process.

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

The aesthetic of the proposed development will be thoroughly reviewed and regulated by the Planning Board through the Town's comprehensive subdivision review process.

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;

The proposed development will not interfere with traffic movements or result in street congestion.

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;

The area proposed to be rezoned has access to sanitary sewer and water lines as well as necessary public utilities.

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

The proposed rezoning is in keeping with the pattern of development in the area and is consistent with the policies of the Comprehensive Plan as outlined in question 16-A-1 of the Rezoning Application.

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

The proposed rezoning is consistent with this objective.

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

The proposed use as multi-family residential will not cause visual pollution from the unregulated use of signs or other advertising devices.

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

AUTHORIZATION

Mohit Kumar, record property owner of 6254 Main Street, SBL No. 69.19-1-9 in the Town of Amherst, hereby authorizes Block, Longo, LaMarca & Brzezinski, P.C. to file any and all applications along with any necessary supporting documentation, with the Town of Amherst in connection with the approvals sought for the above referenced property.

Mohit Kumar

Dated: 08 / 18 / 2022

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Doc ID: 04bc2af9f72fe1ccdd949206592c2d9dab80b098

LEGAL DESCRIPTION

6254 Main Street, Amherst, NY

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 109, Township 12, Range 7 of the Holland Land Company's Survey and according to map filed in the Erie County Clerk's Office under Cover No. 1365 is known as part of Subdivision Lot No. 8 described as follows:

BEGINNING at a point on the northerly line of Main Street 150 feet easterly from the intersection of the northerly line of Main Street with the easterly line of The Common; thence easterly along the northerly line of Main Street 100 feet to the southeast corner of Subdivision Lot No. 8; thence northerly and along the easterly line of Subdivision Lot No. 8, 121.57 feet to the northerly line of Subdivision Lot No. 8; thence westerly along the northerly line of Subdivision Lot No. 8, 99.94 feet to a point; thence southerly in a straight line 120.94 feet to the point of beginning.

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

LOCAL LAW NO. _____-2022

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOW AS THE ZONING ORDINANCE, TO REZONE 6254 Main Street FROM R-3 TO MFR-4A AND TO AMEND THE ZONING MAP ACCORDINGLY

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law amending the Zoning of 6254 Main Street."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 6254 Main Street from R-3 to MFR-4A zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amended from R-3 to MFR-4A the zoning of 6254 Main Street, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 109, Township 12, Range 7 of the Holland Land Company's Survey and according to map filed in the Erie County Clerk's Office under Cover No. 1365 is known as part of Subdivision Lot No. 8 described as follows:

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TOWN OF AMHERST
PLANNING DEPT.

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §264 of the Town Law of the State of New York.

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

Section 5. Effective Date.

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

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

RECEIVED
AUG 22 2022
TOWN OF AMHERST
PLANNING DEPT.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 6254 Main Street		
Project Location (describe, and attach a general location map): 6254 Main Street, Town of Amherst, NY		
Brief Description of Proposed Action (include purpose or need): Rezoning of Property from R-3 to MFR-4 to accommodate a two unit building.		
Name of Applicant/Sponsor: Jeffery D. Palumbo / Block, Longo, LaMarca & Brzezinski, P.C.	Telephone: (716) 317-0667 E-Mail: jpalumbo@blockandlongo.com	
Address: 9276 Main Street, Suite 3		
City/PO: Clarence	State: NY	Zip Code: 14031
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Mohit Kumar	Telephone: E-Mail: mohit1612@gmail.com	
Address: 570 Linwood Avenue		
City/PO: Buffalo	State: NY	Zip Code: 14209

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

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	Rezoning Approval	August, 2022
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Site Plan Approval	Fall 2022
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	Erie County Health Department and Department of Sewer Management	Fall 2022
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	NYS Department of Transportation - Driveway Permit	Fall 2022
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):

1988

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

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?
R-3

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? MFR-4A

C.4. Existing community services.

a. In what school district is the project site located? Williamsville 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?
Main-Transit Fire Company

d. What parks serve the project site?
Glen Park

D. Project Details Not Required

D.1. Proposed and Potential Development

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

b. a. Total acreage of the site of the proposed action? 0.25+/- acres
b. Total acreage to be physically disturbed? 0.25 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.25 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: < 6 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: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

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	2			
At completion of all phases	2			

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? (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: 750 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: Erie County Water Authority
- 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: 750 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: Amherst Wastewater Treatment Plant #16
- Name of district: Amherst Sewer District #16
- Does the existing wastewater treatment plant have capacity to serve the project? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
  Extension of 8" sanitary sewer lines into the project site to service the proposed units.

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:
  To municipal drainage system
- 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)
None

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

If Yes:

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

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

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

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

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

If Yes:

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

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

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

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

_____

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

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend ☐Randomly between hours of _____ 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: 7 am to 5 pm
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

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

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

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

If yes:

i. Provide details including sources, time of day and duration:
Construction equipment noise between the hours of 7 am to 5 pm, temporary in nature during construction of building.

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:
Outdoor residential light fixtures.

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): Erie Community College North Campus

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	0	0.19	0.06
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.25	0	0.25
• 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: _____			

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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:
EduKids day care facility on north side of Main Street and Erie Community College campus on south side of Main Street.

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): C915215

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
6126 Main Street - No further action at this time.

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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? At surface to 1.3+/- 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: Farmington Cherry Loam 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: >6+/- feet

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

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m. Identify the predominant wildlife species that occupy or use the project site:
squirrels rabbits deer

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: Eligible property:31 THE COMMON, AMHERST

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 Block, Longo, LaMarca & Brzezinski, P.C. Date August , 2022

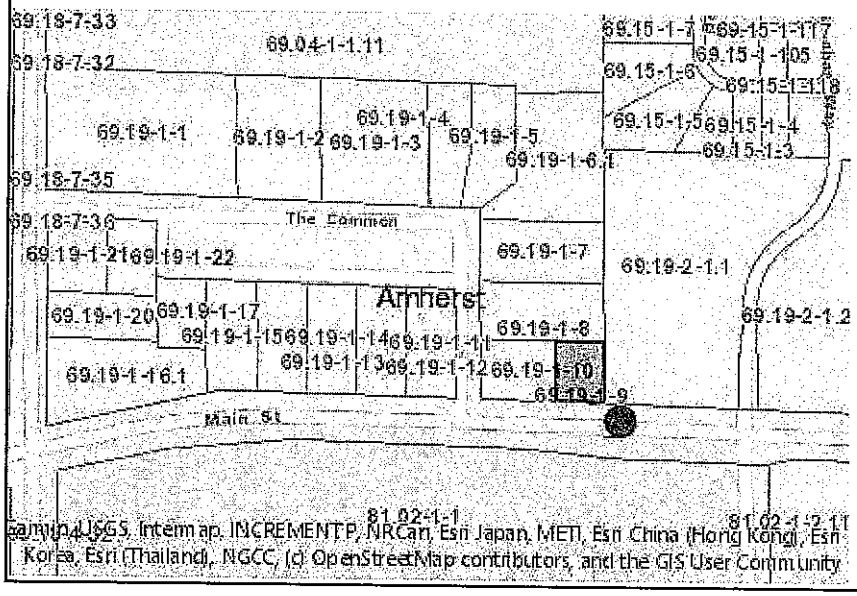
Signature Jeffery D. Palumbo Title Agent

PRINT FORM

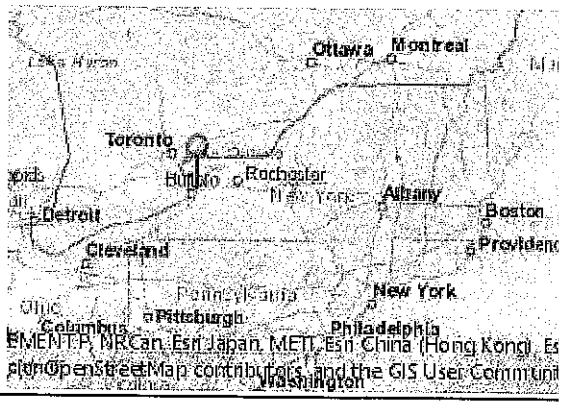
Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

EAF Mapper Summary Report

Thursday, August 4, 2022 4:01 PM



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



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	C915215
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

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E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Eligible property:31 THE COMMON, AMHERST
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

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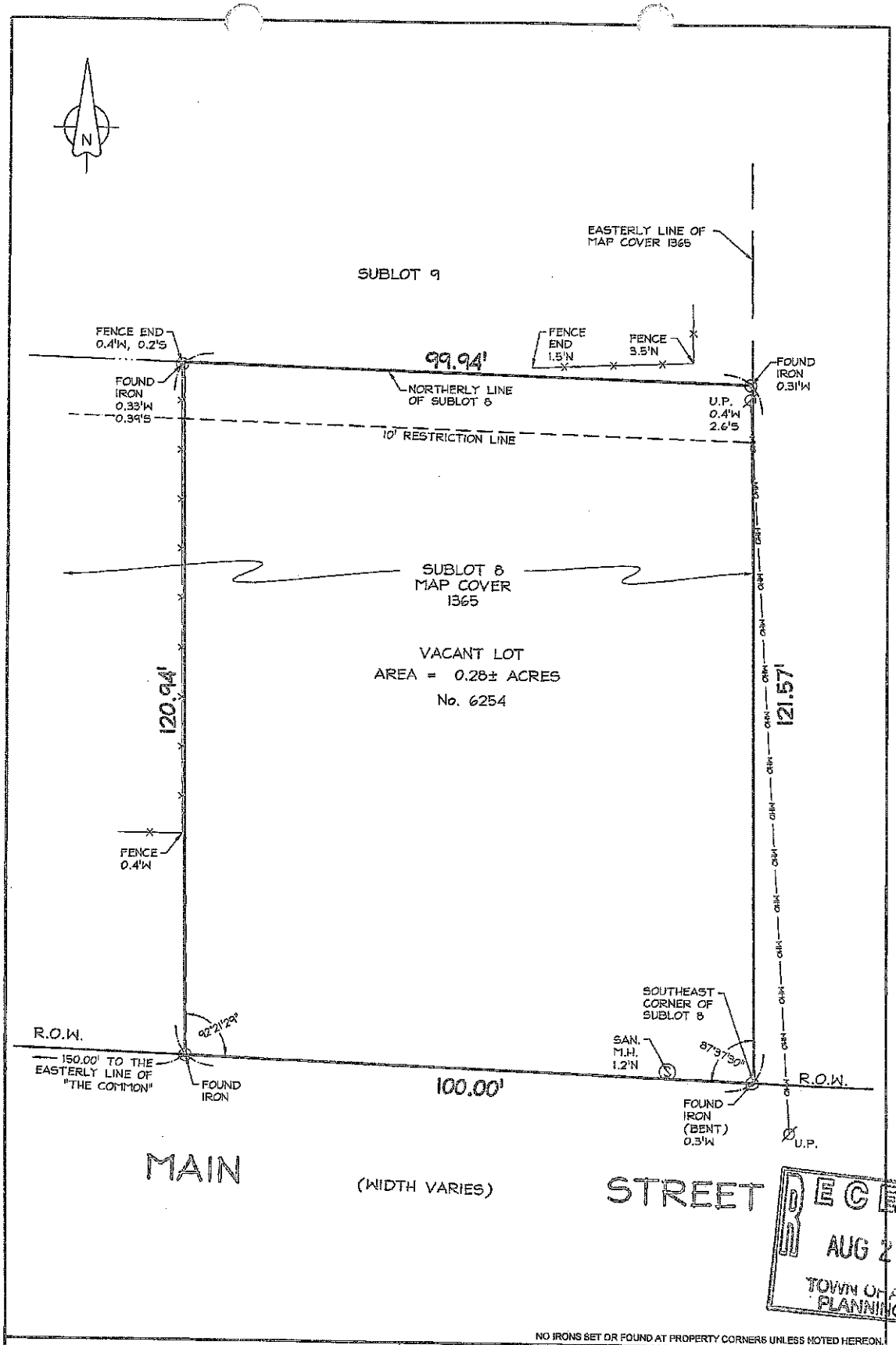


RECEIVED
AUG 22 2022
TOWN OF AMHERST
PLANNING DEPT.

NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

3556 Lake Shore Road, Suite 500, Buffalo, NY 14219
p (716) 827-8000 f (716) 270-6091 www.nussclarke.com

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

NUSSBAUMER & CLARKE, INC. ENGINEERS AND SURVEYORS EST. 1933

BOUNDARY SURVEY
6254 MAIN STREET

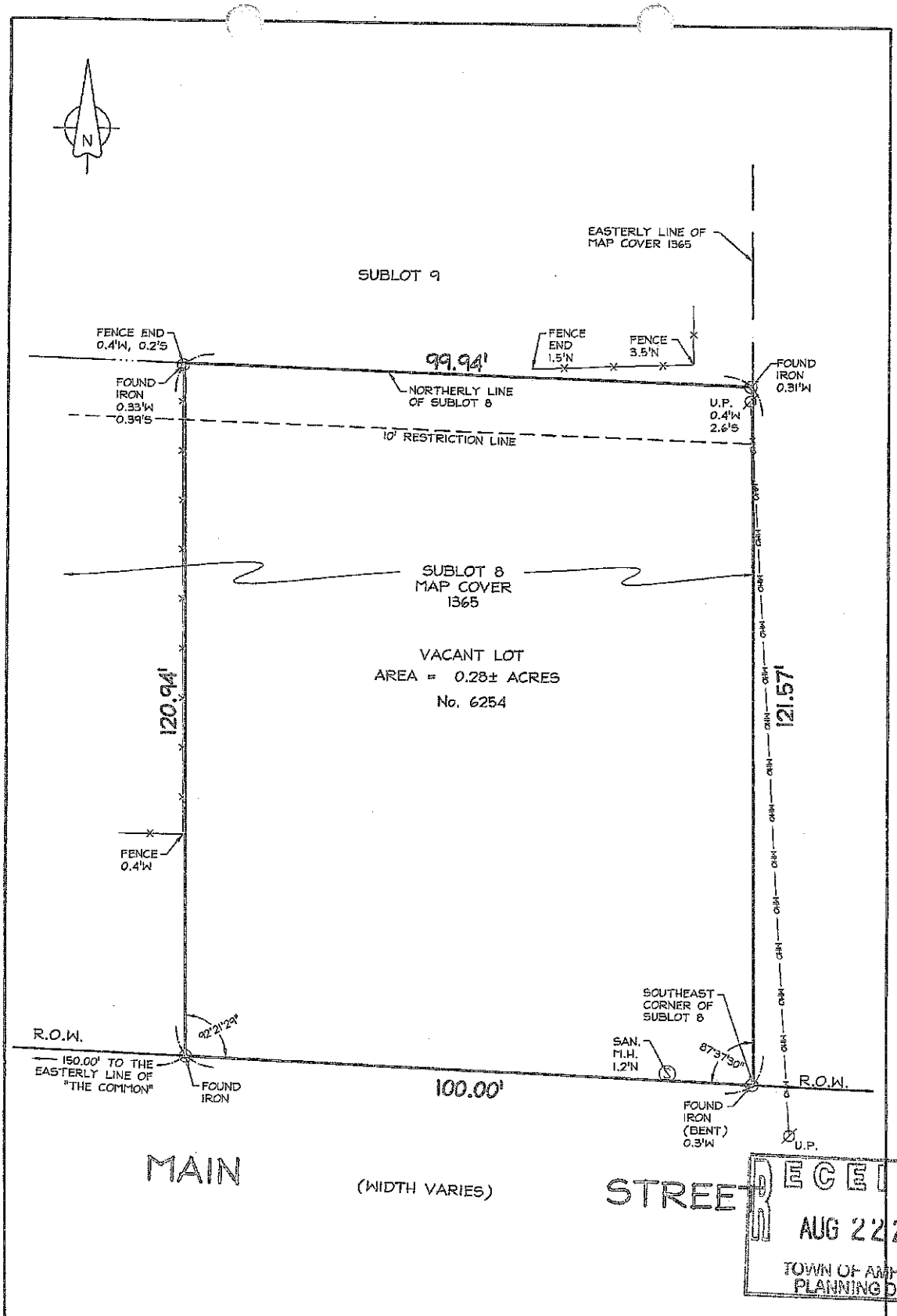
Part of Lot 109, Township 12, Range 7
Holland Land Company's Survey
Town of Amherst
County of Erie, State of New York

ANDREW H. GOA P.L.S.

Date of Survey: 01/09/2020 Scale : 1" = 20' Project No. : 2022-00

Successors to the records of Graf Land Surveyors Successors to the records of James L. Shisler, Land Surv

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)



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BOUNDARY SURVEY
6254 MAIN STREET

Part of Lot 109, Township 12, Range 7
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Town of Amherst
County of Erie, State of New York

ANDREW H. GOW P.L.S.

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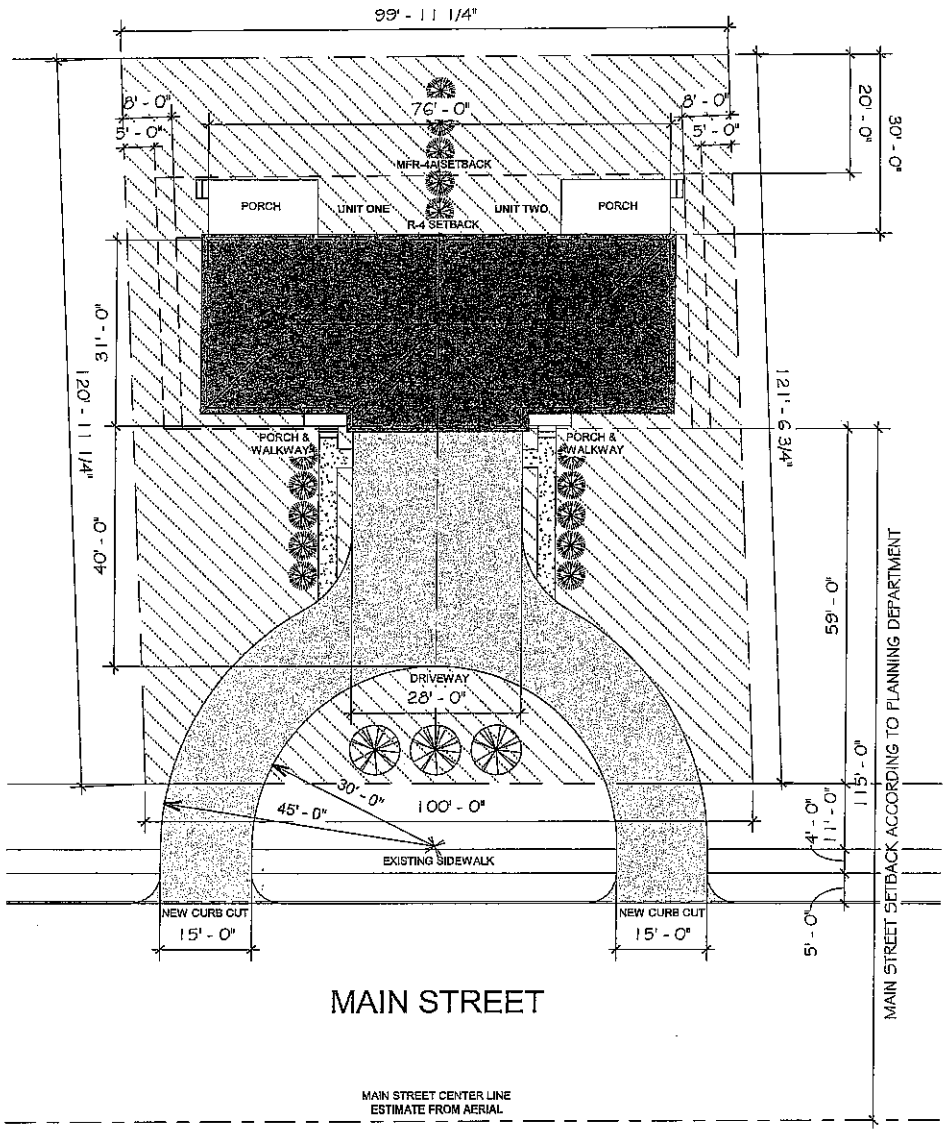


1 SCHEMATIC SITE PLAN
1" = 20'-0"

CLIENT:
MOHIT KUMAR

6254 MAIN ST
WILLIAMSVILLE
NY 14221

PROJECT:
NEW DUPLEX

2022.10

NOTES:

PROJECT ARCHITECT:
TOMMASO BRIATICO
ARCHITECTS
ARCHITECTURE • PLANNING • DESIGN
2448 Delaware Avenue
716-855-91311
tbriatico@tb-arch.com
Buffalo,NY 14216
716-849-0601 f
www.tb-arch.com

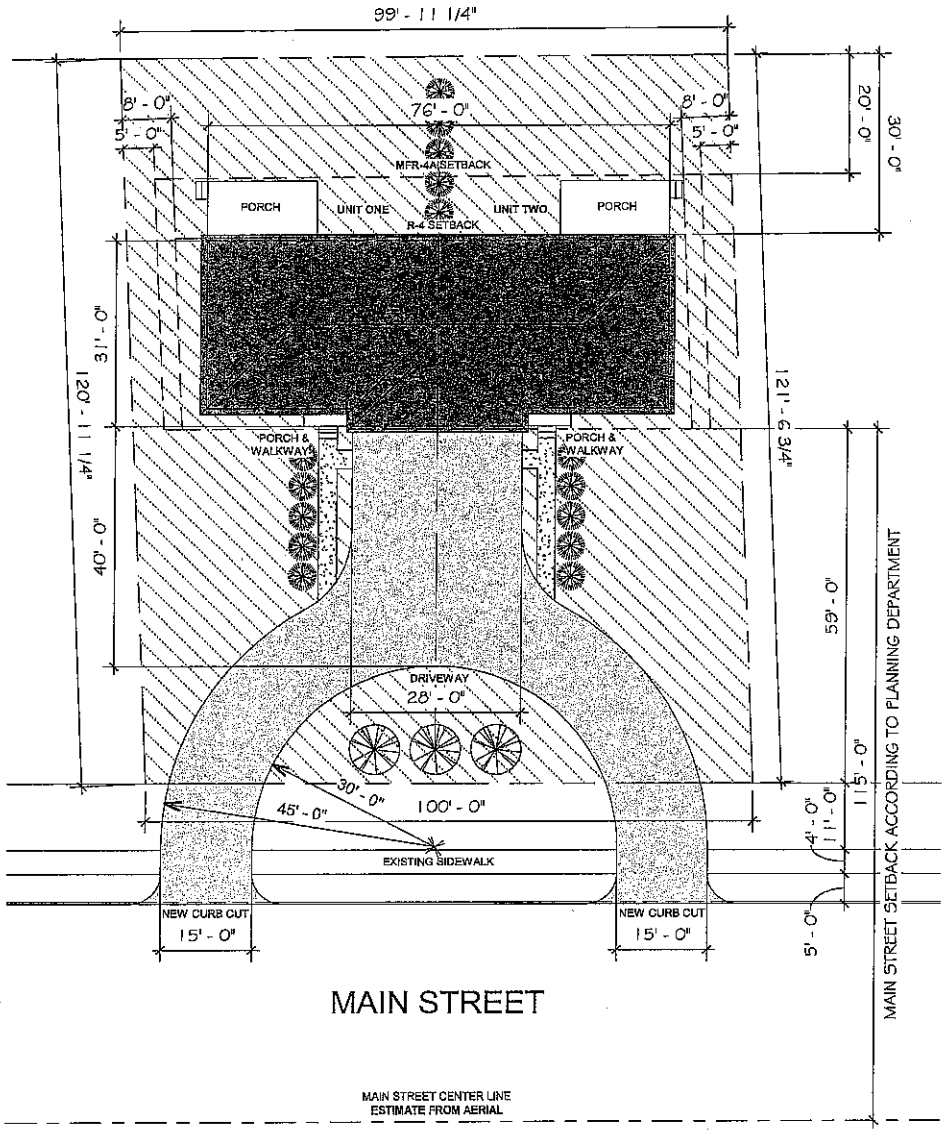
SHEET TITLE:
SCHEMATIC
SITE PLAN
PROPOSAL

1" = 20'-0"
06.08.22

C-1

RECEIVED
AUG 22 2022

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)



1 SCHEMATIC SITE PLAN
1" = 20'-0"

MOHIT KUMAR

6254 MAIN ST
WILLIAMSVILLE
NY 14221

NEW DUPLEX

2022.10

TOMMASO BRIATICO ARCHITECTS
ARCHITECTURE • PLANNING • DESIGN
2448 Delaware Avenue Buffalo,NY 14216
716-856-9131 t 716-849-6583 f
tbriatico@tb-arch.com www.tb-arch.com

SCHEMATIC SITE PLAN PROPOSAL

1" = 20'-0"
08.08.22

C-1

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AUG 22 2022
TOWN OF AMHERST
PLANNING DEPT.

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☐ NO ☑ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____		☐	☐

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2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☑ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

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l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

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g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑NO ☐YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑NO ☐YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

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e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

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9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) ☐ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☑	☐

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d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☑	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☑	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☑	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

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13. Impact on Transportation

The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

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d. The proposed action may result in li[illegible]shining onto adjoining properties.	D2n	☐	
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

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17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☐ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact ma occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☑	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☑	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☑	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☑	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☑	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☑	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☑	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☐ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact ma occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☑	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☑	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☑	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☑	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☑	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☑	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

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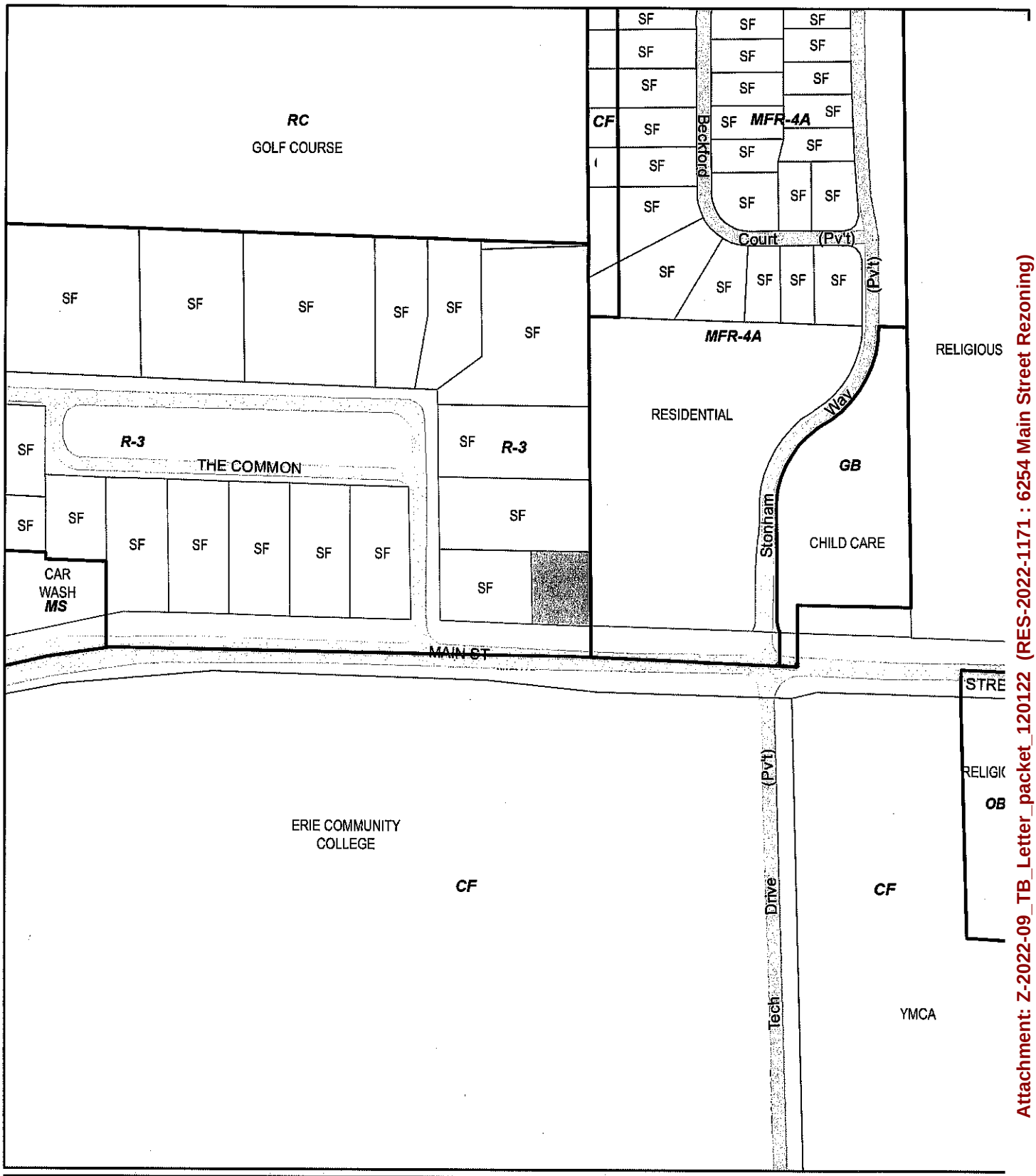


Z-2022-09

Request to Rezone .25± Acres of Land from R-3 to MFR-4A
Property Located at 6254 Main Street

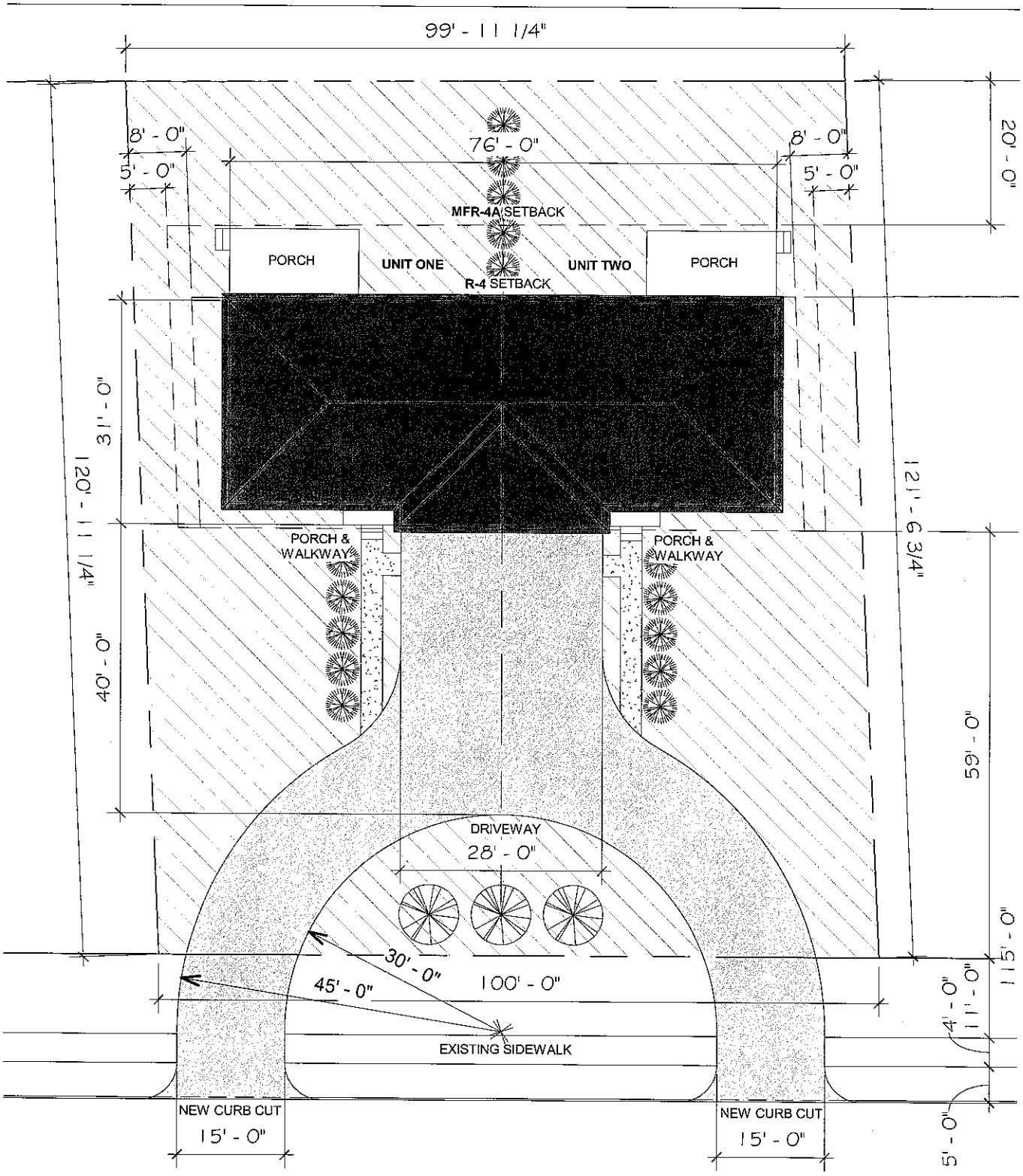
Mohit Kumar, Petitioner

October 20, 2022

6254 Main Street

Prepared by the Town of Amherst Planning Departme

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)



MAIN STREET

CONCEPT PLAN

Z-2022-09
6254 Main Street

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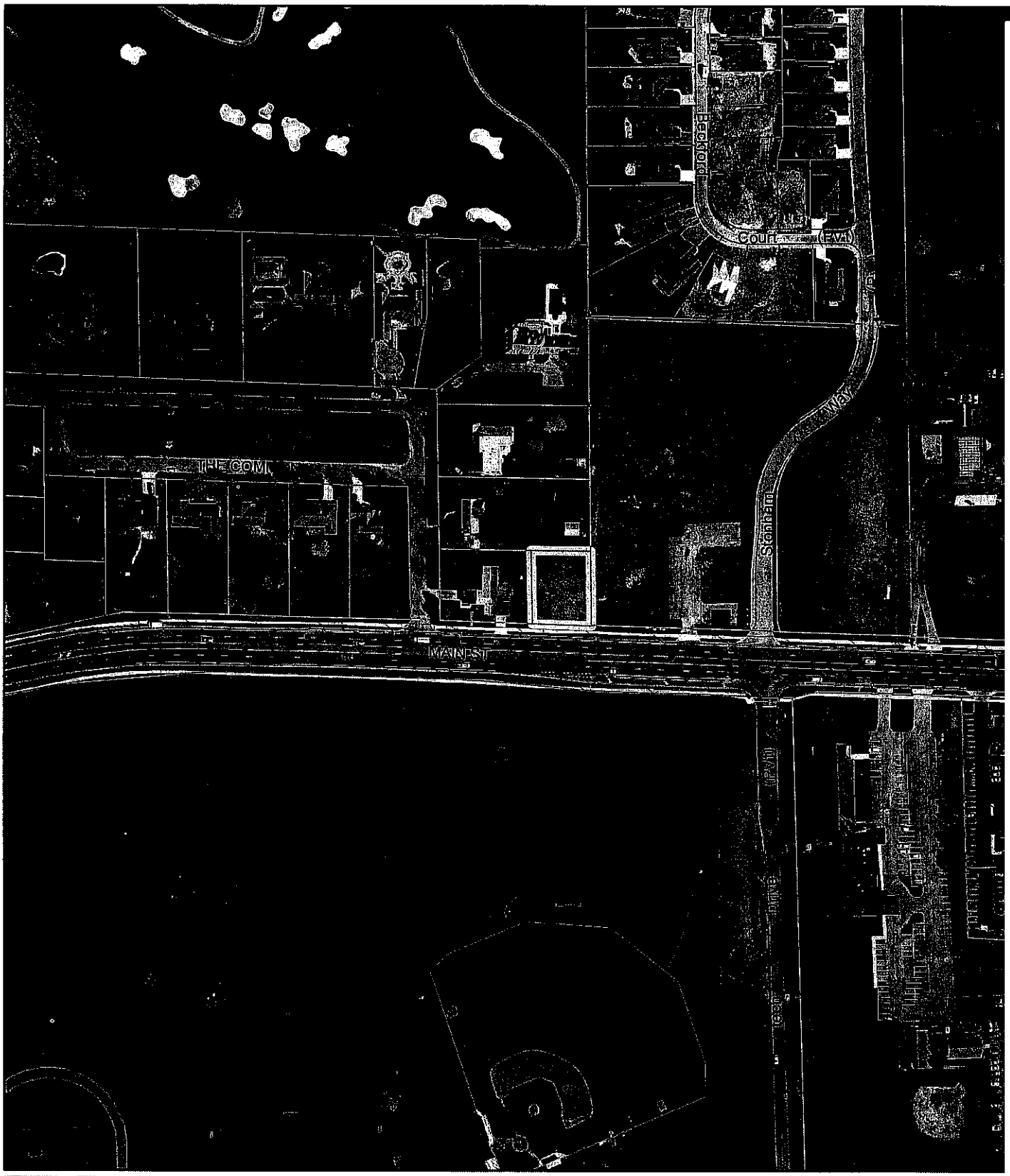

Z-2022-09

Request to Rezone .25± Acres of Land from R-3 to MFR-4A
Property Located at 6254 Main Street

Mohit Kumar, Petitioner

October 20, 2022

6254 Main Street

Prepared by the Town of Amherst Planning Departm

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Amherst

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

Brian J. K
Supervi
Daniel C. How
Planning Di
Daniel J. Ulatow
Assistant Plannir

MEMORANDUM

August 23, 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
Williamsville School District

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

SUBJECT: REQUEST TO REZONE 0.25± ACRES OF LAND FROM **R-3** TO **MFR-4A, Z-2022-09**; PROPERTY LOCATED AT **6254 MAIN STREET**. MOHIT KUMAR, PETITIONER.

REVIEW:

Do you agree with all statements made? YES, WITH CONDITIONS

If you do not, briefly state why: _____

General comments relative to your agency interests: OBTAIN NYSDOT APPROVAL FOR TWO (2) CURB CUTS. CONSIDER CONNECTING THE PRIVATE SIDEWALK

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) THE PUBLIC SIDEWALK ALONG MAIN STREET.

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

Signature: C. Schregel **Date:** 8/25/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_Transmittal_082322.doc
cc: Jeff Palumbo, Barclay Damon, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

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.: ZR-22-53

Postmark/Delivery Date: 8/25/22

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.

Description of Proposed Action

1. Name of Municipality: Town of Amherst, New York

§239-m(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 10/20/22 Time 6:30pm Location 5583 Main Street, Williamsville, New York 14

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 Property: ☐ Entire Municipality ☒ Address: 6254 Main Street

5a. S.B.L. of Property: 69.19-1-9

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

☐ Expressway ☐ County Road ☒ State Highway ☐ Proposed State or County Road, Property, Building/Institution, Drainageway

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Request to rezone 0.25± acres from R-3 to MFR-4

8. Other remarks: Z-2022-09

9. Submitted by: Thomas Voigt, Assistant Planner TV **Email:** tvoigt@amherst.ny.us

10. Return Address: Town of Amherst Planning Department, 5583 Main Street, Williamsville, New York 142

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 8/25/22. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Comment on 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 Planning: [signature] **Date:** 9/20/22

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Amherst

Town of Amherst Planning Department

RECEIVED
SEP 13 2022
TOWN OF AMHERST
PLANNING DEPT.

Erie County, New York

Brian J. Kulp
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM

August 23, 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
Williamsville School District

RECEIVED
AUG 25 2022
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 0.25± ACRES OF LAND FROM **R-3** TO **MFR-4A, Z-2022-09**; PROPERTY LOCATED AT **6254 MAIN STREET**. MOHIT KUMAR, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Signature: Doug Gesel **Date:** 9/13/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_Transmittal_082322.doc
cc: Jeff Palumbo, Barclay Damon, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038

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: August 26, 2022

SUBJECT: Request to rezone 0.25± Acres of Land from **R-3** to **MFR-4A,Z-2022-09**

Property Location: **6254 Main Street**
Petitioner: Mohit Kumar

Site plan Approved as submitted.

cc: Jeff Palumbo, Barclay Damon, 9276 Main St., Ste 3, Clarence, NY 14031

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Amherst

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

RECEIVED
Williamsville Central School District
AUG 29 2022
Asst Superintendent for
Finance & Management Services

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM August 23, 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)
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Williamsville School District

RECEIVED
SEP 02 2022
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.25± ACRES OF LAND FROM **R-3** TO **MFR-4A, Z-2022-09**; PROPERTY LOCATED AT **6254 MAIN STREET**. MOHIT KUMAR, PETITIONER.

REVIEW:

Do you agree with all statements made? No concerns

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) No comments to add at this time

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

Signature: _____ **Date:** 8/29/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_Transmittal_082322.doc
cc: Jeff Palumbo, Barclay Damon, 9276 Main St., Ste. 3, Clarence, NY 14031

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Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2022 AUG 25 A 11:57

MEMORANDUM

August 23, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
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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
Williamsville School District

RECEIVED
AUG 31 2022
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 0.25± ACRES OF LAND FROM **R-3** TO **MFR-4A**, **Z-2022-09**; PROPERTY LOCATED AT **6254 MAIN STREET**. MOHIT KUMAR, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: WATER CONNECTION IS ONLY AVAILABLE ALONG THE SOUTH SIDE OF MAIN ST.

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:** 8/26/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_Transmittal_082322.doc
cc: Jeff Palumbo, Barclay Damon, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Amherst

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

RECEIVED
AUG 26 2022
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM

August 23, 2022

RECEIVED
AUG 25 202
TOWN ATTOR

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
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Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Williamsville School District

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

SUBJECT: REQUEST TO REZONE 0.25± ACRES OF LAND FROM **R-3** TO **MFR-4A**, **Z-2022-09**; PROPERTY LOCATED AT **6254 MAIN STREET**. MOHIT KUMAR, PETITIONER.

REVIEW:

Do you agree with all statements made? Agree with all statements made.

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 8/25/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_Transmittal_082322.doc
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Amherst

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

Brian J. Kulp
Supervisor
Daniel C. Howard,
Planning Direc
Daniel J. Ulatowski
Assistant Planning I

MEMORANDUM

August 23, 2022

RECEIV
AUG 25 202
TOWN ATTOI E

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
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Integrated Review Coordinator, ECDEP
Ronald Hayes, SEQR Review Coordinator, NYSDOT
Williamsville School District

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

SUBJECT: REQUEST TO REZONE 0.25± ACRES OF LAND FROM **R-3** TO **MFR-4A, Z-2022-09**; PROPERTY LOCATED AT **6254 MAIN STREET**. MOHIT KUMAR, PETITIONER.

REVIEW:

Do you agree with all statements made? N/A

If you do not, briefly state why: _____

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 8/25/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_Transmittal_082322.doc
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Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

Amherst

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

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

September 9, 2022

Mohit Kumar
502 Linwood Avenue
Buffalo, New York 14209

SUBJECT:	Rezoning Application Review	**Z-2022-09**
	Proposed:	Rezone 0.25 acre of land from to R-3 to MFR-4A
	Property located at:	**6254 Main Street**
	Application received:	August 22, 2022
	Representative:	Jeffrey Palumbo, Block, Longo, LaMarca & Brzezenski

Dear Mr. Kumar,

Please consider the following comments:

1. The concept plan provided with the application is being considered as conceptual only, as review for compliance with the §203 of Town Code will occur during the site plan or building permit process, as spplicable.
2. A geotechnical report must be provided prior to the Planning Board making a recommendation on a SEQR determination.
3. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Planning Board making a a recommendation on a SEQR determination.
4. Please note that any outstanding SEQR-related issues raised during the review process for this rezoning must be addressed prior to action by the Planning Board.
    a. Please note, by defining/limiting the submitted FEAF to the rezoning action, SEQR may be re-opened for any subsequent projects before the Planning Board.
    b. Item B.b. Please note that a site plan review is not required for a single duplex structure.
5. Provide an electronic copy of all materials previously submitted in pdf format and the draft Local Law in Word format to this office.

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

Very truly yours,

for. Daniel C. Howard, AICP
Planning Director

DH/GP/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_Pln_Dpt_Rvw_09082022.doc
cc: Jeffery D. Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2022-09_TB_Letter_packet_120122 (RES-2022-1171 : 6254 Main Street Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26797 **RESOLUTION 2022-1172** **DECISION DATE**

1720, 1740 & 1760 Maple Road Rezoning

Request to rezone 1720, 1740 & 1760 Maple Road from R-3 & OB to DC-5.

12/12/2022
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 7:20 PM.

Attorney Sean Hopkins presented.

The following speakers addressed the Town Board and spoke in opposition:
Bob Divita, 1725 Maple Rd
David Saia, 70 Hamlin Sq Unit 5
Erie County Legislator Jeanne Vinal
Debra Norton, 145 Northington Dr
Joanne Wylie, 1683 Maple Rd Unit C
Karen Sterman, 1689 Maple Rd Unit Unit B

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the January 17th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 8:27 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 1/17/2023 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Councilmember	
AYES:	Kulpa, Bucki, Lavin, Szukala	
ABSENT:	Berger	

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Town Board Agenda of December 12, 2022

December 2, 2022

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

SUBJECT: Request to rezone 5.1± acres of land from Residential District Three (R3) and Office Building District (OB) to Deep Corridor 5 District (DC-5; property located at 1720, 1740 & 1760 Maple Road. MEL Investors, LLC, petitioner, (Z-2022-08).

Honorable Members:

The subject properties comprise a 5.1± acre irregular shaped parcel located on the north side of Maple Road approximately 210± feet west of the intersection of Maple and Ayer Roads that has 550± feet of frontage on Maple Road and a depth of 379± feet and is currently largely a vacant lot with scattered trees and a parking field that services the existing adjacent office building to the east. Maple Road is an Erie County highway designated as minor arterial in Figure 9 of the Town of Amherst Bicentennial Comprehensive Plan and Town Ditch #4 runs along the western boundary of the subject site.

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

The purpose of this request is to allow for the potential future development of a mixed use project consisting of two four-story mixed use buildings totaling 128,800± square feet with 7,000 sq. ft. of commercial space on the first floor of the easterly building and 102 total apartment units for lease in the two buildings; two 2-story townhome buildings with attached garages (6 unit & 5 unit buildings) to the north of the mixed use buildings and three 10 car garage structures north of the townhomes between the residential district to the north and an eight space garage on the western portion of the site. Parking is proposed for 191 vehicles (142 surface spaces and 49 in garages) with two curb cuts to Maple Road (the easterly driveway is shared with the pediatric medical building to the east) and a shared vehicle access with the pediatric medical building to Ayer Road.

The subject site was zoned R-3 (western portion of the request) and CF (eastern portion of the request) with the adoption of the Zoning Map and Ordinance on January 19, 1976. There have been two previous rezoning applications for the parcels involved with this request.

- A request to rezone 1.1 acres of land located at 1770 Maple Road from R-3 to OB was denied by the Planning Board on March 16, 1978. The request never moved forward to the Town Board for a determination (Z-1978-11).

- A request to rezone 5.5± acres of land located at 1730 & 1800 Maple Road from CF & R-3 to OB was approved by the Town Board on August 3, 2009 (Z-2009-02).

There have been two previous site plan applications for the parcels involved with this request.

- The Planning Board on March 18, 2010 approved a site plan to demolish 3 existing single family homes on the parcel addressed 1750 (now 1760) Maple Road, merge five properties, convert an existing 12,920 sq. ft. church (1800 Maple Road) for office use and construct a new two-story 45,408 sq. ft. office building on the parcel now addressed 1760 Maple Road (SP-2010-02).

- The Planning Director on April 10, 2015 approved a site plan to split the parcel into two separate parcels now located at 1760 and 1800 Maple Road and for creation of a Unified Development between the properties (SP-2010-02_A).

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed request to rezone 5.1± acres of land from OB & R-3 to DC-5 is consistent with the intent and objectives of the comprehensive plan as your honorable body on July 25, 2022 amended the Town of Amherst Bicentennial Comprehensive Plans Figures 6 & 6A for 5.1 ± acres of land from Commercial Office to Commercial Mixed Use (BCPA-2022-02) for the subject parcels. The recent amendment to the Comprehensive Plan permits mixed-use zoning in this area.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide future development of the Town to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan. However, the legislative intent of the DC-5 zoning district states that "the Deep Corridor 5 District is intended for deep parcels (over 200 ft. deep) that do not immediately abut single-family residential lots, and are therefore appropriate for 5-story buildings." While the subject lot depth exceeds 200 feet, the proposed DC-5 zoning is directly adjacent to single family homes (and zoning) to the north. The concept plan proposes an attached single-family residential development with garages adjacent to the existing single-family housing to the north. The proposed low density townhomes provide a buffer between the multi-story buildings and the existing single family homes, and is important to the overall site and transition between the uses. Maintenance of this component of the concept plan should be a condition of approval.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Honorable Town Board

Rezone land from OB & R-3 to DC-5;
property located at 1720, 1740 & 1760 Maple Road
Agenda of December 12, 2022

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Surrounding zoning classifications include Residential District Three (R3) to the north and west; Office Building District (OB) and Community Facilities District (CF) to the east; and across Maple Road and to the south Multi-Family Residential District Seven (MFR-7) and R3. While the proposed zoning (DC-5 mixed use) permits mixed commercial uses, this proposal features primarily residential uses at a higher density and allowable building height (5 stories) than most surrounding properties.

ADEQUATE SERVICES AND UTILITIES

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

RECOMMENDATION

The Planning Board at their meeting of November 17, 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 with conditions as stated within their resolution adopted on November 17, 2022 and attached.

The Planning Department requests that if the Town Board desires to act on this 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/SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_TB_Letter_12022022.docx
cc: Stanley Sliwa, Town Attorney
Planning Board Approval November 17, 2022
Ayes: 4, Noes:1 (Penberthy), Absent:2 (Gill, Raffaele)

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-08

PETITIONER

MEL Investors, LLC
c/o Sean W. Hopkins, Esq.
Hopkins Sorgi & McCarthy PLLC
5500 Main Street, Suite 343
Williamsville, New York 14221

PROPERTY LOCATION

1720, 1740 & 1760 Maple Road

'22 NOV 23 PM 1

WHEREAS the Town of Amherst Planning Board on Thursday, October 20, 2022 held a public hearing on the proposed rezoning of land from Residential District Three (R3) and Office Building District (OB) to Deep Corridor 5 District (DC-5), and

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

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

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

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

B. The proposal is consistent with the Conceptual Land Use Plan which shows Commercial/Mixed Use, uses in this area of the Town.

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

D. The proposed zoning and permitted mixed-use/residential uses are complete with the present zoning of nearby properties and character of the neighborhood.

E. The subject property is suitable for uses permitted by the current versus the proposed district.

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

G. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act is required since hydric/potentially hydric soils have been identified on the parcel and will need to occur with any future site development application or disturbance to the site.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-08

'22 NOV 23 PM5:

PETITIONER

MEL Investors, LLC

PROPERTY LOCATION

1720, 1740 & 1760 Maple Road

H. The subject site appears to be located in a potentially archeologically sensitive area as identified by the NYS Office of Parks, Recreation and Historic Preservation. Documentation that there will be no impacts to archeological, cultural or historic resources will need to occur with any future site development application or disturbance to the site.

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

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

1. That smaller scale residential uses 1 to 2 stories in height, a maximum of 35 feet in height above finished grade be provided between any proposed buildings along Maple Road and the detached single family homes located to the north of the subject parcels.

2. That any proposed buildings be designed to achieve a harmonious transition with surrounding uses and the overall neighborhood.

3. That any mixed-use buildings be located no closer than 150 feet to the residential properties to the north, not exceed 4 stories and a maximum of 60 feet in height from finished grade.

The foregoing resolution was adopted by the Town of Amherst Planning Board, November 17, 2022; moved by Chmiel; seconded by Giuliani; ayes 4, noes 1 (Penberthy); absent 2 (Gill, Raffaele).

Robert J. Gilmour, Planning Board Chair

11-23-22
Date

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-08

'22 NOV 23 PM5:

PETITIONER

MEL Investors, LLC

PROPERTY LOCATION

1720, 1740 & 1760 Maple Road

SM/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_resolution_111722.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, 6790 Main St., Suite 100, Williamsville, NY 14221
Michael Blinkoff, 501 John James Audubon Pkwy., Amherst, NY 14228
Christopher Wood, Carmina Wood Design, 487 Main St., Suite 500, Buffalo, New York 14203

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Rezoning Application & Supporting Documentation - Rezoning of 1720 and 1740 Maple Road from R-3 to DC-5 & 1760 Maple Road from OB to DC-5 Applicant: MEL Investors, LLC Date: August 22, 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

RECEIVED
AUG 22 202
TOWN OF AMHERST
PLANNING DEP

TOWN OF AMHERST PLANNING DEPARTMENT

Original

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2022-08 **Acreage** 5.1 Acres **Fee $** 2,015.00

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. 8/22/22 RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250**	1250
2 – 20 ACRES **$1,250 + $250/acres or fraction thereof over 2 acres**		1000 ~~$750.00~~
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:	2265.00 $ ~~2,015.00~~

[Note: A completed Part 1 of the Full Environmental Assessment Form dated August 22, 2022 along with Page 5[a] and attachments is attached as Exhibit "2".]

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: ~~MEL~~ PB Investors, LLC 10/11/22

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@hsr-legal.com

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

From: R-3 and OB District

To: DC-5 District

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

1720, 1740 and 1760 Maple Road

SBL #: SBL Nos. 56.19-1-4.1, 56.19-1-6.1 & 56.19-1-5.11

4. **Area of land to be rezoned** (in acres): 5.1 acres

5. **Owner of Land:**

Name: McGuire Acquisitions LLC c/o Michael Blinkoff, Esq. [1760 Maple Road]

Address: 501 John James Audubon Pkwy, Suite 400, Amherst, NY 14228

Telephone: (716) 332-6104

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@carminawoodesign.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-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

7. **Petitioner's interest in property** [Note: Authorization Letter of the owner of 1760 Maple Road is attached as Exhibit "1" of this Rezoning Application.]

_____ Option to purchase

__X__ Owner Petitioner is the owner of 1720-1740 Maple Road.

__X__ Other (explain) The Petitioner has entered into a contract to purchase 1760 Maple Road.

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 R-3 and OB to DC-5 is attached as Exhibit "3" and a reduced size copy of the Survey of the Project Site is attached as Exhibit "4". Full size copies of the Surveys is also attached

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-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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: 113

B. Distribution of dwelling units by type: The dwelling units will consist 102 apartments and 11 attached townhomes [2 buildings].

C. Gross Residential Density per acre: 22.16 units per acre.

D. Total amount of Open Space: .26 Acres

E. Proposed Non-Residential Floor Area: 7,000 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: Fall 2021

Finish: 2023

Stages (# of): 1

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

The first floor commercial space and residential units will be leased.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan. Cite specific sections, maps, and/or figures in the plan that support the proposed zoning at this location (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-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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 $2,015.00 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 owner of 1760 Maple Road attached as Exhibit "1".]

Counsel for Petitioner

Signature of Petitioner

PATRICIA C. MAYNARD
Notary Public, State of New York
Registration No. 01MA6384435
Qualified in Erie County
Commission Expires Dec. 10, 20

Subscribed and sworn to before me this 22nd day of August, 2022

Notary Public, Erie County, New York Patricia C. Maynard

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-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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/Cur/Plan/Applications2007/Rezoning & Comp Plan Amend App.
10/08

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Exhibit 1 – Authorization Form Signed on Behalf of Owner of 1760 Maple Road

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

AUTHORIZATION

I am counsel for McGuire Acquisitions LLC, the record owner of property located in the Town of Amherst located at 1760 Maple Road (the "Project Site"). McGuire Acquisitions LLC hereby authorizes PB Investors, LLC, its counsel, the law firm of Hopkins Sorgi & McCarthy PLLC, and its engineering firm, Carmina Wood Morris DPC, to seek all required approvals and permits from the Town of Amherst and other involved governmental agencies relative to the its intended use of the Project Site as mixed-use project including but not limited to an amendment of the Town of Amherst Comprehensive Plan, a rezoning of the Project Site from OB to CTR-5, site plan approval from the Planning Board and any required area variances needed from the Zoning Board of Appeals.

Date: March 17, 2022

Michael Blinkoff, Esq.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Full Environmental Assessment Form
Part 1 - Project and Setting

Prepared By: Sean Hopkins, E
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 Project		
Project Location (describe, and attach a general location map): 1720, 1740 and 1760 Maple Road - Town of Amherst - Erie County		
Brief Description of Proposed Action (include purpose or need): The proposed action consists of a mixed-use project consisting of 2 four-story mixed-use building with 7,000 sq. ft. of commercial space on the 1st floor of one of the mixed-use buildings [total of 102 apartments for lease, 2 two-story townhome buildings with attached garages [6 unit and 5 unit buildings], 199 parking spaces [150 surface spaces and 49 garage spaces] and related site improvements. The action includes a request to amend the zoning classification of the Project Site from OB and R-3 to DC-5. 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 all necessary site improvements including the proposed 2 mixed-use buildings, the townhome buildings, parking spaces, access onto Maple Road, access aisles, landscaping, lighting, an on-site storm water management system, water and sanitary sewer lines as well as utility connections. Given that the proposed project ("action") will not result in any potentially significant adverse environmental impacts, the issuance of a negative declaration pursuant to SEQRA is appropriate. A copy of the negative declaration issued by the Town Board pursuant to SEQRA on July 25, 2022 is provided at Attachment "A" of this Part 1 of the Full EAF.		
Name of Applicant/Sponsor: PB Investors, 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):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): McGuire Acquisitions LLC c/o Michael Blinkoff, Esq. [1760 Maple Road]	Telephone: (716) 332-6104 E-Mail: mblinkoff@blinkoff.com	
Address: 501 John James Audubon Pkwy, Suite 400		
City/PO: Amherst, NY 14228	State: NY	Zip Code: 14228

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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 - Rezoning	August 22, 2022
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board - Site Plan	To be Determined ("TBD")
c. City, Town or Village Zoning Board of Appeals ☑Yes ☐No	Zoning Board of Appeals - Area Variances	TBD
d. Other local agencies ☑Yes ☐No	Building Department - Building Permits, Eng. Dept. - Stormwater Permit, Possible PILOT - AIDA	TBD
e. County agencies ☑Yes ☐No	ECDPW - Highway Work Permit; 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? [The Project Sponsor is seeking an amendment of the adopted Comprehensive Plan.] ☑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):

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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?
Office Building District ("OB") [1760 Maple Road] and Residential District Three ("R-3") [1720 and 1740 Maple Road]

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? DC5 Deep Corridor 5 ("DC-5")

C.4. Existing community services.

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

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

b. a. Total acreage of the site of the proposed action? 5.1 acres
b. Total acreage to be physically disturbed? 4.5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 5.1 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: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

f. Does the project include new residen uses? ☑Yes ☐No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				113
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 2 [one mixed-use building that includes 7,000 sq. ft. 1st floor commercial space]
ii. Dimensions (in feet) of largest proposed structure: 55' height; 70' width; and 290' length
iii. Approximate extent of building space to be heated or cooled: 7,000 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: Stormwater management.
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.
Stormwater runoff from impervious surfaces on the Project Site.
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: .5 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):
Excavation and does not constitute a NYSDEC regulated dam.

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):

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

ii. Describe how the proposed action ...ld affect that waterbody or wetland, e.g. excava..., fill, placement of structures, o... 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: 26,510 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: 26,510 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 Waste Water Treatment Plant
- Name of district: Town of Amherst Consolidated Sewer 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

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- Do existing sewer lines serve t. 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 2.5 acres (impervious surface)

_____ Square feet or 5.1 acres (parcel size)

ii. Describe types of new point sources. Runoff from impervious surfaces including parking lots, access aisles, parking spaces and roofs.

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)?

On-site stormwater management system and then into on-site ditch.

- 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 t methane (including, but not limited to, sewage atment 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? [Traffic Impact Study prepared by SRF Associates will be submitted upon completion.] ☐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 [relatively small annual demand for the proposed 7,000 sq. ft. of 1st floor commercial space.]

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 a.m. to 7:00 p.m.
- Saturday: 7:00 a.m. to 5:00 p.m.
- Sunday: As needed
- Holidays: Not applicable

ii. During Operations:

- Monday - Friday: TBD - Commercial Tenants
- Saturday: TBD
- Sunday: TBD
- Holidays: TBD

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m. Will the proposed action produce nc .hat will exceed existing ambient noise levels dt , construction, operation, or both? ☑ Yes ☐

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 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 on-site lighting pursuant to the lighting standards contained in the Zoning Code. Lighting will be directed onto the Project Site and the Project Sponsor will be required to submit a Photometric Plan in connection with the future Site Plan review process for the project.

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 con tion or modification of a solid waste managem. acility? ☐ 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): Senior Housing [zoned MFR-7]

ii. If mix of uses, generally describe:

Mixture of uses in the vicinity of the Project Site including commercial uses [retail and offices], multifamily uses and residential uses.

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	2.5	1.9
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	4.5	0	(4.5)
• 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: Yard and Landscaping	0	2.6	2.6

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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:
Millard Fillmore Hospital and St. Gregory the Great Church.

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 ☐

- 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? >5 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:

Odessa Silt Loam	72 %
Wayland Soil Complex	24 %
Claverack Loamy Fine Sand	4 %

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: 4 % of site
☐ Moderately Well Drained: _____ % of site
☑ Poorly Drained 96 % 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.

[Note: There are not any wetlands located on the Project Site. The majority of the Project Site has previously been disturbed.]

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, Federal Waters, Federal Waters 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: _____
Name - Pollutants - Uses:Ransom Creek, Lower, and tribs – Pathogens;D.O./Oxygen Demand – Recreation;Aquatic Life

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:
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:

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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.

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 PB Investors, LLC Date August 22, 2022

Signature _____ Title Counsel for Project Sponsor

Sean Hopkins, Esq.

PRINT FORM

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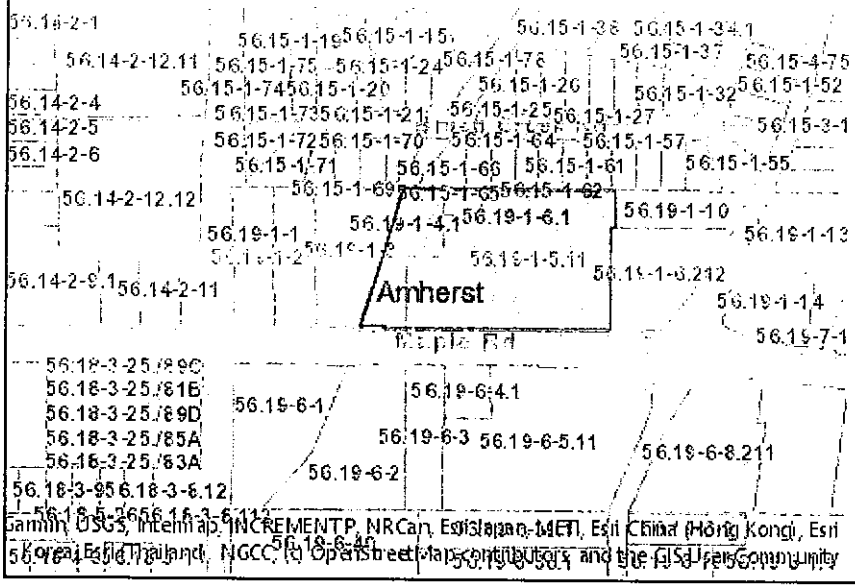
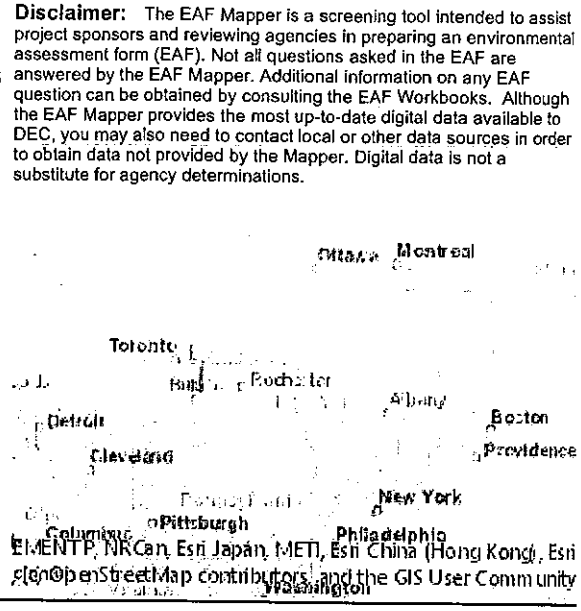
EAF Mapper Summary Report

Saturday, February 12, 2022 3:21 PM





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

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters
E.2.h.v [Impaired Water Bodies]	Yes
E.2.h.v [Impaired Water Bodies - Name and Basis for Listing]	Name - Pollutants - Uses:Ransom Creek, Lower, and tribs – Pathogens;D.O./Oxygen Demand – Recreation;Aquatic Life
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No

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

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Proposed Mixed-Use Project
1720, 1740 and 1760 Maple Road
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
Odessa Silt Loam	Severe	Severe	Severe	Severe	Moderate
Wayland Soil Complex	Severe	Severe	Severe	Severe	Severe
Claverack Loamy Fine Sand	Moderate	Moderate	Moderate	Moderate	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 Barron & Associates dated January 9, 2009 have been submitted to the Planing 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 114
   Source: ITE Trip Generation Report [Weekday PM Peak Hour]

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:
    26,510 gpd average flow 106,400 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-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Attachment A of Part 1 of the Full Environmental Assessment Form – Negative Declaration Issued by the Town Board Pursuant to SEQRA on July 25, 2022

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Amherst

Town of Amherst Planning Department

Erie County, New York

Brian J. Kul
Supervisо

Daniel C. Howar
Planning Dire

Daniel J. Ulatowsk
Assistant Planning

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board
Address 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Project: BCPA-2022-02

Date: July 25, 2022

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: Bicentennial Comprehensive Plan Amendment Request.

SEQR Status: Type 1

Description of Action: Request to Amend Figure 6 and Figure 6A of the Bicentennial Comprehensive Plan from "Commercial-Office" to "Commercial / Mixed Use" to permit the consideration of a subsequent rezoning request for 5.1 ± acres of land for a proposed mixed-use project.

Location: 1720, 1740 & 1760 Maple Road, Town of Amherst, Erie County, New York

Petitioner: PB Investors, LLC

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete Bicentennial Comprehensive Plan Amendment application, concept plan and building elevations, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed designation of 5.1 ± acres of land in the Bicentennial Comprehensive Plan from Commercial-Office to Commercial / Mixed Use to permit consideration of a subsequent rezoning request for a proposed mixed-use project will not have a significant impact on the environment, as follows:

1. The proposed change in the Town's future land use plan from "Commercial-Office" to Commercial/Mixed-Use" for a portion of lands along the north side of Maple Road, west of Ayer Road is not expected to cause substantial adverse changes in 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. Any potential impacts will be evaluated and mitigated for during a review of a specific site project when a petition is filed.

2. Changing the future land use designation for mixed-use will not result in the potential for greater vegetative losses than in the current commercial-office designation. Significant adverse impacts to fish or wildlife species, habitats or other natural resources are not anticipated. Any potential impacts will be mitigated for during an evaluation of a specific site project when a petition is filed, including opportunities for preservation of existing vegetation.

3. The action is an amendment to the Town' comprehensive plan to permit the inclusion of other lands beyond those what the current plan in Figure 6A designates. The Town's Comprehensive Plan, section 3.3.2 requires a plan amendment process to permit the expansion of the mixed-use areas beyond what is currently designated on Figure 6A Therefore, the action is consistent with such comprehensive plan requirement.

4. The geographic area of the plan amendment includes an area identified by the State as potentially containing significant cultural or archeological resources. Any potential impacts to cultural resources will be mitigated for during an evaluation of a specific site project when a petition is filed. The NYS Office of Parks Recreation and Historic Preservation will be consulted prior to any site disturbances.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

5. The change in the future land use plan designation from Commercial-Office to Commercial/Mixed-use will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. During an evaluation of a specific site project when a rezoning request and site plan is filed, impacts to community character will be evaluated and mitigated for, including overall scale of buildings, building height, building design and compatibility with neighborhood character.

6. The change in the future land use plan designation from Commercial-Office to Commercial-Mixed-use will not cause a change in the use of either the quantity or type of energy.

7. The change in the future land use plan designation will not cause a hazard to human health.

8. The change in the future land use plan designation may cause a substantial change in the use, or intensity of land use within the subject geographic area of the Town. Further inclusion of other nearby lands to permit mixed-use should be evaluated to determine the capacity to support further intensification of land use.

9. The change in the land use designation from Commercial-Office to Commercial/Mixed-use will significantly increase the number of people that could use or occupy the subject geographic area.

10. Coordinated reviews of the proposed change have been undertaken by Town Departments including Building on April 1, 2022, Engineering on April 7, 2022, Traffic/Safety Board on April 4, 2022, and Assessor on April 5, 2022. The Engineering Department has indicated that there may be downstream sanitary sewer capacity constraints which must be analyzed to determine the viability of the project. The Town Traffic Safety Coordinator has indicated that a traffic safety study may be warranted and that pedestrian safety improvements are needed at the adjacent road intersection of Maple and Ayer Roads. These can be evaluated more effectively when a specific site project petition is filed.

11. 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.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

ASST. PLANNING DIR. 7/25/2022
Signature & title of preparer date

Brian J. Kulpa, Supervisor 7/28/22
date

SM/ac
X:\Current_Planning\Files\Bicentennial Comp Plan Amends\2022\BCPA-2022-02_(1720_1740_&_1760_Maple_Rd)_2022\BCPA-2022-02_TB_Neg_Dec_072522.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
Paul Bliss, PB Investors, LLC, 6790 Main St., Ste. 100, Amherst, NY 14221
Sean W. Hopkins, Esq. Hopkins Sorgi & McCarthy, 5500 Main St., Ste. 343, Williamsville, NY 14221
Michael Blinkoff, Esq., 501 John James Audubon Pkwy, Amherst, NY 14068

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Exhibit 3 – Legal Description of Property to be Rezoned from OB and R-3 to DC-5

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

EXHIBIT 3

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED FROM OB & R-3 TO DC-5

LEGAL DESCRIPTION OF 1760 MAPLE ROAD [FROM OB TO DC-5]:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot 92, Township 12, Range 7 of the Holland Land Company's Survey Purchase, bounded and described as follows:

BEGINNING at a point in the northerly line of Maple Road as now laid out, a distance of 455 feet easterly from the west line of said Lot Number 92 Township 12 Range 7 as measured along the northerly line of Maple Road as now laid out; Thence northerly, parallel with the west line of Lot Number 92, a distance of 188.00 feet to a point; Thence easterly, parallel with the north line of Maple Road, a distance of 100.00 feet to a point; Thence northerly, parallel with the west line of Lot Number 92, a distance of 112.00 feet to a point; Thence easterly, parallel with the north line of Maple Road, a distance of 100.00 feet to a point; Thence northerly, parallel with the west line of Lot Number 92, a distance of 68.88 feet to a point in a line 849.42 feet northerly of and parallel with the southerly line of Lot 92; Thence easterly along the said line, a distance of 360 feet to a point; Thence southerly, parallel with the west line of Lot Number 92, a distance of 100.18 feet to a point; Thence westerly at an interior angle of 88°33'33", a distance of 4 feet to a point; Thence southerly at an exterior angle of 89°50'01", a distance of 269.29 feet to the northerly line of Maple Road; Thence westerly along the northerly line of Maple Road, a distance of 550.00 feet to the True Point and Piace of Beginning. Parcel containing 4.13 Acres of land, more or less.

LEGAL DESCRIPTION OF 1720 and 1740 MAPLE ROAD [FROM R-3 TO DC-5]:

PARCEL "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie, and State of New York, being part of Lot No. ninety-two (92), Township twelve (12), Range seven (7) of the Holland Land Company's Survey and further distinguished as Subdivision Lot No. six (6) asshown on a map filed in Erie County Clerk's Office under Cover No. 1851.

EXCEPTING therefrom that part conveyed to the County of Erie for highway purposes by deedrecorded in Erie County Clerk's Office in Liber 7327 of Deeds at page 371. Also excepting that part conveyed to Evangel Assembly of God by deed recorded in the Erie County Clerk's Office in Liber 9665 of deeds, page 149.

PARCEL "B"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie, and State of New York, being part of Lot Number 92, Township 12, Range 7 of the Holland LandCompany's Survey being bounded and more particularly described as follows:

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

COMMENCING at a point on the northerly line of Maple Road which is 330 feet east of the westerly line of said Lot 92 as measured along the northerly line of Maple Road; running thence easterlyalong the northerly line of Maple Road a distance of 125 feet to the westerly boundary of Subdivision Lot No. 5 as shown on map filed in the Erie County Clerk's Office under Cover No. 1851; running thence north at right angles along the westerly line of said Subdivision Lot No. 5 a distance of 200 feet to a point, running thence easterly at right angles to the last described course and parallel with Maple Road a distance of 100 feet to a point on the easterly line of said Subdivision Lot No. 5; running thence northerly along said easterly line of Subdivision Lot No. 5 a distance of 180.69 feet to a point in the northerly line of said Cover No. 1851; running thence westerly along the north line of Map Cover No. 1851 and parallel to Maple Road a distance of 100 feet to a point in the westerly line of said SubdivisionLot No. 5; running thence southwesterly in a straight line a distance of 400.49 feet more or less to the point or place of beginning.

EXCEPTING therefrom lands conveyed to the County of Erie by deed recorded January 24th, 1968 in Liber 7437 of Deeds, page 592.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Exhibit 3 of Rezoning Application
Legal Description of Property to be Rezoned
From OB & R-3 to DC-5
Page 2 of 2

Exhibit 4 – Reduced-Size Copies of Surveys of the Project Site

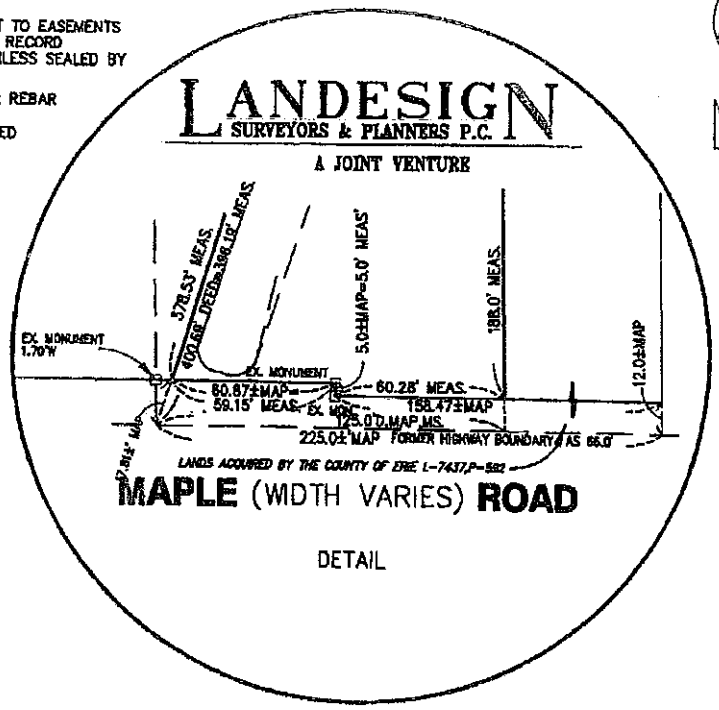
Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

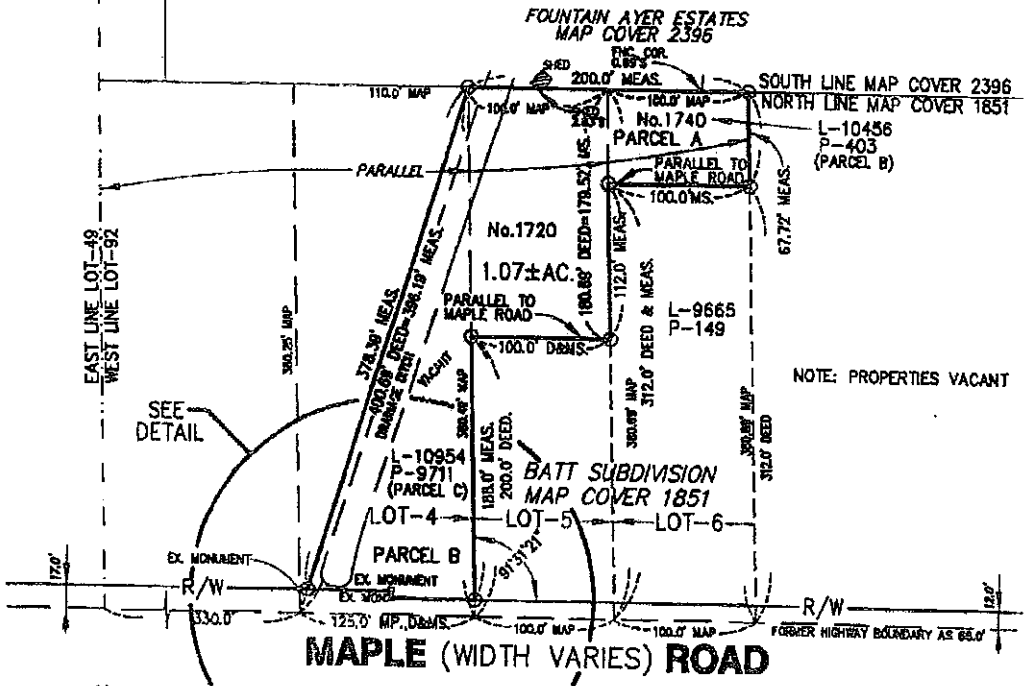
NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

THIS SURVEY IS INTENDED FOR PROPERTY TRANSFER ONLY

GENERAL NOTES:
1. THIS SURVEY IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD
2. THIS SURVEY IS VOID UNLESS SEALED BY SURVEYOR OF RECORD
3. ○ = SET IRON PIPE OR REBAR
   ▫ = SET WOOD STAKE
   UNLESS OTHERWISE NOTED

LANDESIGN
SURVEYORS & PLANNERS P.C.
A JOINT VENTURE





PART OF L 92 S — T 12 R 7 OF THE HOLLAND LAND COMPANY'S SURVEY
VILLAGE OF — : CITY/TOWN OF AMHERST : COUNTY OF ERIE : STATE OF NEW YORK

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY, DRAWING, DESIGN SPECIFICATION PLAN OR REPORT IS A VIOLATION OF SECTION 7209 PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

REVISION	
DATE	DESCRIPTION

KHEOPS
ARCHITECTURE, ENGINEERING & SURVEY, DPC

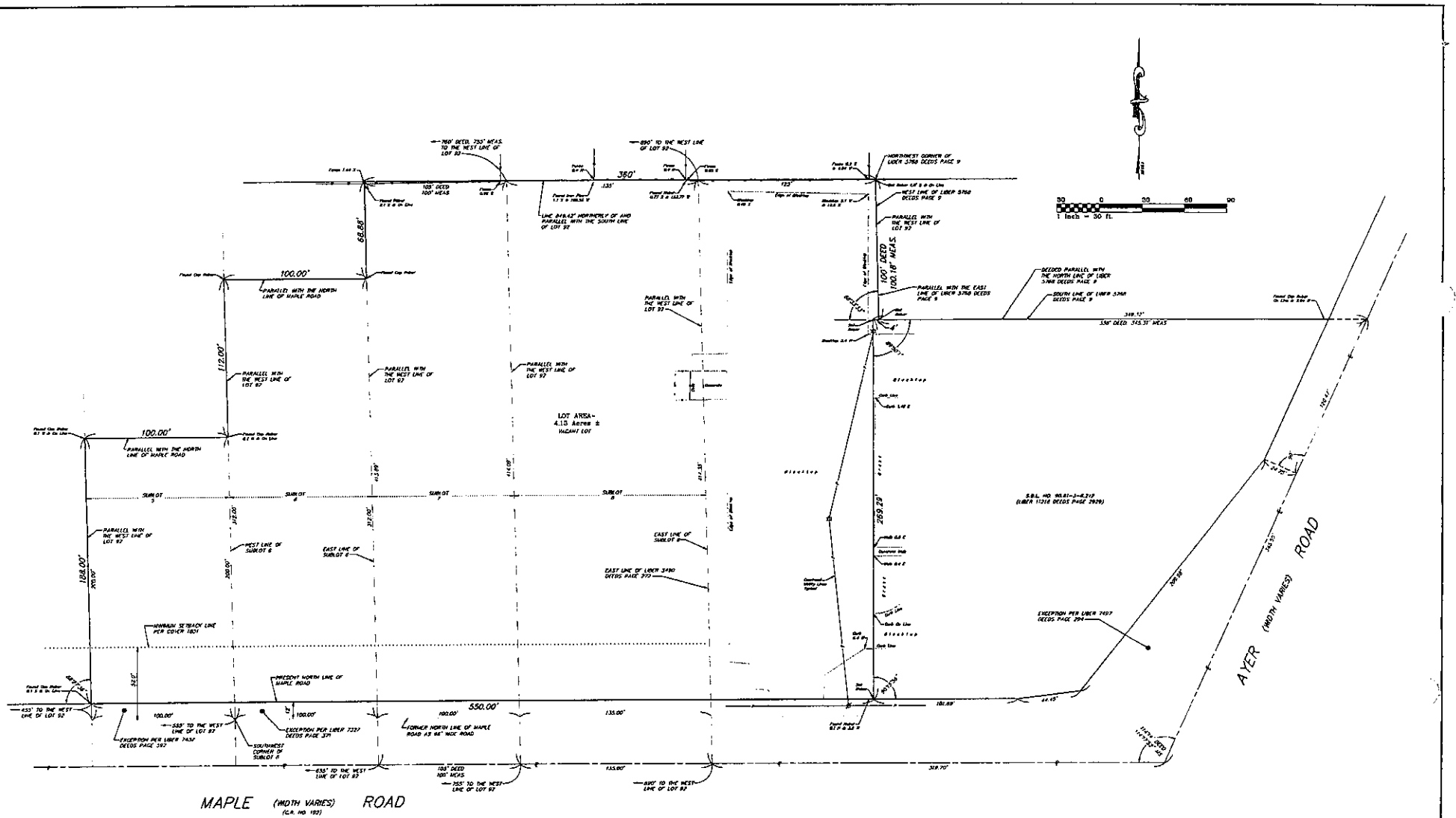
300 Pearl Street, Suite 500
Buffalo, New York 14202
P. 716.849.8739
F. 716.856.0981
WWW.KHEOPSDPC.COM

DRAWN BY RCR SCALE 1"= 100' JOB NO. 21NY018.75
CHECKED BY DRH FIELD DATE 1-10-2022
CAD FILE 1720-40 MAPLE-65138 OFFICE DATE 1-11-2022

SBL No. 56.19-1-4.1 & 6.1
BOOK 427 PAGE 138 MAP 65138

File: \\1NY-SVR1\Projects\2021_Residential Surveys\21NY018.75 1720-1760 Maple Road and Brush Creek Rd -65138\4 - Technical Data\CADD Drawings\Autocad\21NY018 1720-40 Maple Roadway.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)



LEGEND

UTILITY / SERVICE POLE	R.O.W. RIGHT OF WAY
WATER LINE VALVE	CONC. CONCRETE
FIRE HYDRANT	INV. INVERT
D.I. FDROP INLET - STORM)	M.H. MANHOLE
MANHOLE (STORM)	GAS LINE
MANHOLE (ELECTRIC)	WATER LINE
MANHOLE (TRAFFIC)	TELEPHONE LINE
MANHOLE (SANITARY)	ELECTRIC LINE
MANHOLE (TELEPHONE)	UTILITY LINES
GASOLINE MARKER	CABLE LINES
GAS LINE VALVE	D. DEED
LIGHT STANDARD	M. MEASURED
SIGN	L. LIBER
H.C. HANDICAP	P. PAGE

INSTRUMENTS UTILIZED IN DETERMINING LOCATION OF BOUNDARY LINES: Liber 11118 Deeds Page 3068

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY SUCH INSTRUMENTS.

NOTE: THIS SURVEY WAS PREPARED UNDER SECTION 7209-A OF THE NEW YORK STATE EDUCATION LAW.

THIS SURVEY AND THE CERTIFICATION CONTAINED HEREON ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. THE CERTIFICATION IS NOT EXTENDED TO THE PURCHASER OF THE PROPERTY UNLESS HE/SHE IS NAMED HEREON.

Christopher J. Bean — LICENSED LAND SURVEYOR

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TRUE NORTH LAND SURVEYING, PLLC
150 HERD DRIVE
BUFFALO, NEW YORK 14225
(716)631-5140 — truenorthplls@aol.com

"ALL RIGHTS RESERVED"

PART OF SUBLOTS 5, 6, 7 & 8 ~ MAP COVER 1851 AND MORE

PART OF LOT 92 SECTION — TOWNSHIP 12 RANGE 7 OF THE: Holland Land Company's SURVEY — Erie COUNTY, N.Y.

SURVEY OF: 1760 Maple Road, Town of Amherst

AMEND:	5"
SURVEY DATE:	1-31-22
DRAWING DATE:	2-2-22
SCALE:	1" = 30'

SBL No. 58.19-1-5.1

Exhibit 5 – Responses to Question 11 of the of the Rezoning Application

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

EXHIBIT 5

REZONING OF 1720 AND 1740 MAPLE ROAD FROM R-3 TO DC-5 AND 1760 MAPLE ROAD FROM OB TO DC-5

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

Response to Question 11(A): The proposed mixed-use redevelopment project to be located on the approximately 5.1 acres of property at 1720-1740 Maple Road and 1760 Maple Road (collectively the "Project Site") will be upscale in character and will feature two mixed use buildings that will include 7,000 sq. ft. in the front portion of the building perpendicular to Maple Road and 102 apartments, two buildings comprised of a total of 11 townhome units for lease with attached garages, and related improvements including parking spaces and detached garages [199 total parking spaces], landscaping, sanitary sewer improvements, a stormwater management system, etc.[1] A full size copy of the Concept Site Plan [Drawing C-100] is attached and a reduced-size copy of the Concept Site Plan is also attached as **Exhibit "7"**. A color copy of the Concept Site is attached as **Exhibit "9"**.

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 requested rezoning from R-3 and OB to DC-5 given that the Town Board adopted a resolution during its meeting on July 25, 2022 amending the adopted Bicentennial Comprehensive Plan to designate the Project Site as

[1] A new parcel will be created consisting of the parcels comprising the Project Site. Full-size copies of the Surveys of the Project Site are attached and reduced-size copies of the Surveys are also attached as Exhibit "4".

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

appropriate for the mixed-use project. A copy of Resolution 2022-607 as adopted by the Town Board on July 25, 2022 is attached as **Exhibit "8"**.

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

Response to Question 11(B)(2): The parcel at 1760 Maple Road is currently zoned Office Building District ("OB"), a zoning classification which would permit a mixed-use project, but would require excessive parking to be provided and would not allow any apartments to be located on the first floor of the two proposed mixed-use buildings.

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

Response to Question 11(B)(3): The requested rezoning of the Project Site from R-3 and OB to DC-5 to accommodate the proposed mixed-use project will not result in any potentially significant adverse impacts on surrounding properties. The Town Board issued a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA") on July 25, 2022 and a copy is provided at Attachment "A" of the completed Part 1 of the Full Environmental Assessment Form provided at **Exhibit "2"** of this Site Plan Application. The Project Sponsor will be providing screening along the northern boundary of the Project Site and a Landscape Plan prepared by a licensed landscape architect will be submitted in connection with the future submission of a Site Plan Application.

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

Response to Question 11(B)(4): The proposed project will have positive impacts on the school district since the property taxes that will be generated on an annual basis will be substantially higher than the current property taxes. The proposed mixed-use project will potentially generate some demand for educational services provided by the Williamsville Central School District but it is anticipated

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

will have overall positive fiscal impacts since the annual school taxes will be higher than the cost of educational services for school age children of the future residents of the apartments and townhomes.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Exhibit 6 – Responses to Question 16 of the of the Rezoning Application

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

EXHIBIT 6

REZONING OF 1720 AND 1740 MAPLE ROAD FROM R-3 TO DC-5 AND 1760 MAPLE ROAD FROM OB TO DC-5

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 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] On December 14, 2020, the Town Board most recently adopted amendments to the Bicentennial Comprehensive Plan. The proposed mixed-use project is consistent with the Comprehensive Plan in accordance with a resolution adopted by the Town Board on July 25, 2022 for the purpose of amending Figures 6 and 6-A of the Comprehensive Plan to designate the Project Site as appropriate for mixed-use development. A copy of Resolution 2022-607 as adopted by the Town Board on July 25, 2022 is provided at **Exhibit "8"**.

[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.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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 mixed-use project is consistent with the Comprehensive Plan in accordance with a resolution adopted by the Town Board on July 25, 2022 for the purpose of amending Figures 6 and 6-A of the Comprehensive Plan to designate the Project Site as appropriate for mixed-use development. A copy of Resolution 2022-607 as adopted by the Town Board on July 25, 2022 is provided at **Exhibit "8"**.

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 from R-3 and OB to DC-5 to accommodate the proposed mixed-use project is consistent with the "Purpose" of the Zoning Code. Section 1-2-2 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:

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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 OB and R-3 to DC-5 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 from OB and R-3 to DC-5 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.

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

Response: The proposed rezoning of the Project Site from OB and R-3 to DC-5 will not result in excessive concentration of population and the mixed-use project represents an example of coordinated development.

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 Section 16 of the Rezoning Application set forth the reasons the proposed rezoning is consistent with the policies of the Comprehensive Plan.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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 project will not increase the likelihood of damage and injury due to fire and flood. The proposed mixed-use 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 project will not be inconsistent with this objective. There are not significant natural features located on the 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 Concept Plan [Drawing C-100] will be aesthetically harmonious with nearby areas and structures.

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 vehicular access to both Maple Road and Ayer Road via an existing recorded easement. The mixed-use project has been designed to include only one new driveway connection to Maple Road, which is an Erie County Highway.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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 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 OB and R-3 to DC-5 is consistent with this objective since the proposed mixed-use 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 from OB and R-3 to DC-5 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 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 OB and R-3 to DC-5 is compatible with the present zoning and conforming uses of nearby properties and the character of the neighborhood. The parcel at 1760 Maple Road is currently zoned OB, which would allow the proposed mixed-use project but would require excessive parking to be provided and would not permit any first floor residential units in two proposed mixed-use buildings.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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 suitable for uses permitted by the existing OB zoning classification of the 1760 Maple Road and the proposed DC-5 zoning classification of the Project Site.

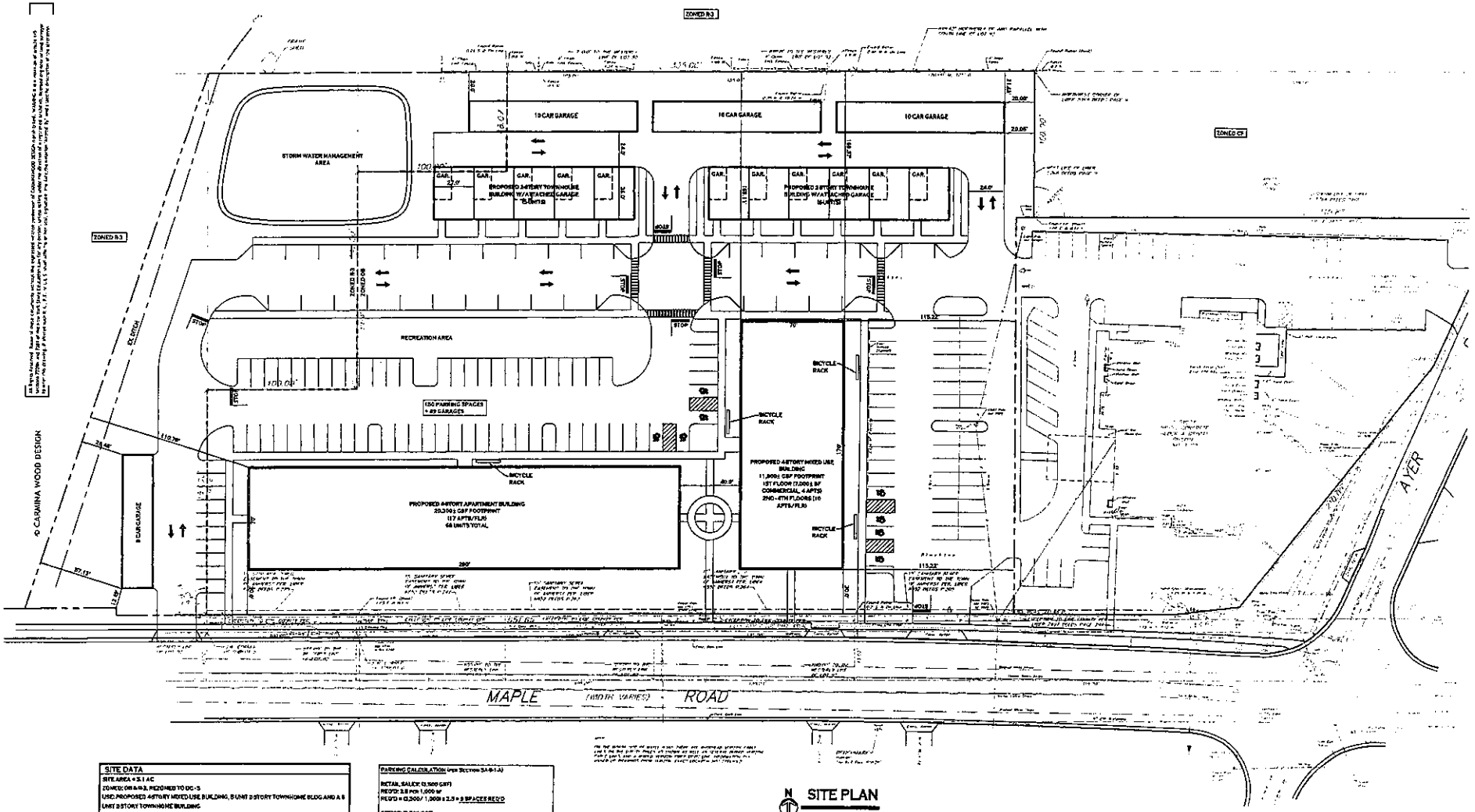
Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

Response to Question 16(D): The proposed change in the zoning classification of the Project Site from OB and R-3 to DC-5 to accommodate the proposed mixed-use project will have positive impacts on the balance of uses in the Town by providing first floor commercial space and residential uses at an infill location within a portion of the Town that has been designated as appropriate for mixed-use redevelopment by the Town Board.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Exhibit 7 – Reduced-Size Copy of the Concept Site Plan [Drawing C-100] for the Proposed Mixed-Use Project as Prepared by Carmina Wood Morris DPC [Note: Full-Size Copy of the Concept Site Plan is also attached to the Rezoning Application]

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)



N SITE PLAN
SCALE: 1"=30'

SITE DATA		
SITE AREA = 3.1 AC		
ZONED: OB & R-3, REZONED TO OC-3		
USE: PROPOSED 4-STORY MIXED USE BUILDING, 5 UNIT 3-STORY TOWNHOME BLDG AND A 6 UNIT 3-STORY TOWNHOME BUILDING		
SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	5 FT	36.0' MIN.
SIDE (≤ 3 STORIES / > 3 STORIES)	30 FT / 60 FT	N/A / 110.79' MIN.
REAR (≤ 3 STORIES / > 3 STORIES	30 FT / 60 FT	N/A / 189.1' MIN.
ACCESSORY STRUCT.	20 FT	20 FT MIN.
SETBACKS - PARKING		
FRONT	10 FT	> 10 FT
SIDE	N/A	27.08' MIN.
REAR	N/A	44.03' MIN.
TOTAL VEHICLE SPACES	139	150 + 40 GAR.
BICYCLE	23	23
ELECTRIC VEHICLE STATION	15	30*
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (5,xx AC)	x.x% (0.xx AC)
OVERALL:	N/A	85.8% (0.xx AC)
MAX. BUILDING HEIGHT	5 STORIES / 75'	4 STORIES / 50'
OUTDOOR AMENITY SPACE	5% (0.28 AC)	5% (0.28 AC)

* VARIANCE REQUIRED

PARKING CALCULATION (PER SECTION 5A-9-1-A)

RETAIL, SALES: (3,500 GSF)
REQ'D: 2.5 PER 1,000 SF
REQ'D = (3,500 / 1,000) x 2.5 = 9 SPACES REQ'D

OFFICE: (3,500 GSF)
REQ'D: 2.5 PER 1,000 SF
REQ'D = (3,500 / 1,000) x 2.5 = 9 SPACES REQ'D

APARTMENTS/TOWNHOMES:
REQ'D: 1 SPACE PER 2 BEDROOM UNIT = 1 X 66 UNITS = 66 SPACES
1.5 SPACES PER 3 BEDROOM UNIT = 1.5 X 15 UNITS = 23 SPACES
REQ'D = 121 SPACES REQ'D

TOTAL PARKING SPACES REQUIRED = 139 SPACES

BICYCLE CALCULATION (PER SECTION 5A-9-1-A)

RESIDENTIAL:
REQ'D: 0.5 PER UNIT (23 MAX.)
REQ'D = 0.5 x 113 = 57 THEREFORE 23 SPACES REQ'D.

COMMERCIAL:
REQ'D: 1 SPACE PER 3,000 SF
REQ'D = 7,000 / 3,000 = 3 SPACES REQ'D

TOTAL BICYCLE SPACES REQUIRED = 23 SPACES

ELECTRIC VEHICLE CALCULATION (PER SECTION 5A-9-1-D)

10% OF TOTAL PARKING = 150 x 0.1 = 15 SPACES REQ'D.

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS, CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

30' 0 30 60FT

© CARMINA WOOD DESIGN

CARMINA WOOD DESIGN
111 East Street, Suite 102
Greensboro, North Carolina 27401
Phone: (336) 707-1909
407 Main Street, Suite 500
Bel Air, Maryland 21014
Phone: (410) 893-0555

Mixed use Development
1720, 1740 & 1760 Maple Road
Amherst, New York

REVISIONS
No. Description Date

DRAWING NAME:
Concept Site Plan

Date: 09.12.22
Drawn by: C. Wood
Scale: As Noted
DRAWING NO.
C-100
Project No:

Exhibit 8 – Copy of Resolution 2022-607 as Adopted by the Town Board on July 15, 2022

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Timothy Koller
Deputy Town Clerk

CERTIFICATE OF TOWN CLERK

I, Timothy Koller, Deputy Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY, as follows:

That the attached Resolution 2022-607 "1720, 1740 & 1760 Maple Road – Amendment to Bicentennial Comprehensive Plan" is a true and exact copy of the Resolution enacted by the Town Board at its meeting on July 25, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 26th day of July, 2022.

Timothy Koller
Deputy Town Clerk
Town of Amherst, Erie County, NY

Sworn to before me
This 26th day of July, 2022

Notary Public

ASHLEY BROWNSON
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01BR6412344
COMM. EXP. 12/28/2024

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 07/25/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26032 **RESOLUTION 2022-607** **ROLL CALL VOTE (ADOPTED)**

1720, 1740 & 1760 Maple Road - Amendment to Bicentennial Comprehensive Plan

Adoption of an action to Amend the Bicentennial Comprehensive Plan
(1720, 1740 & 1760 Maple Road, BCPA-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 the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of May 19, 2022 that the proposed designation of 5.1 ± acres of land in the Bicentennial Comprehensive Plan from Commercial-Office to Commercial/Mixed Use for a proposed mixed use project is consistent with the goals and objectives of the Bicentennial Comprehensive Plan, and be it further

RESOLVED, that in accordance with NYS Town Law Sec.272-a, the Town Board amends the Bicentennial Comprehensive Plan for 5.1 ± acres of land from Commercial-Office to Commercial Mixed-Use for property located at 1720, 1740 and 1760 Maple Road.

6/27/2022
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 8:03 PM.

Attorney Sean Hopkins presented.

The following speakers addressed the Town Board and spoke in opposition:
Bob Divita, 1725 Maple Rd
Karen Sterman, 1689 Maple Rd
Beverlee Hill (letter), 46 Brush Creek Rd
Randy Clark, 126 Brush Creek Rd
Robert Divita, 1735 Maple Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the July 25th Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 9:08 PM.

7/25/2022
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 7:06 PM.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Attorney Sean Hopkins presented.

The following speakers addressed the Town Board and spoke in opposition:
Bob Divita, 1725 Maple Rd
Joanne Wylie, 1683 Maple Rd Unit C
Thomas Divita, 1735 Maple Rd
Randy Clark, 126 Brush Creek Rd
Rosemary Spano, 88 Shade Tree Ct
Karen Sterman, 1689 Maple Rd Unit B

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:55 PM.

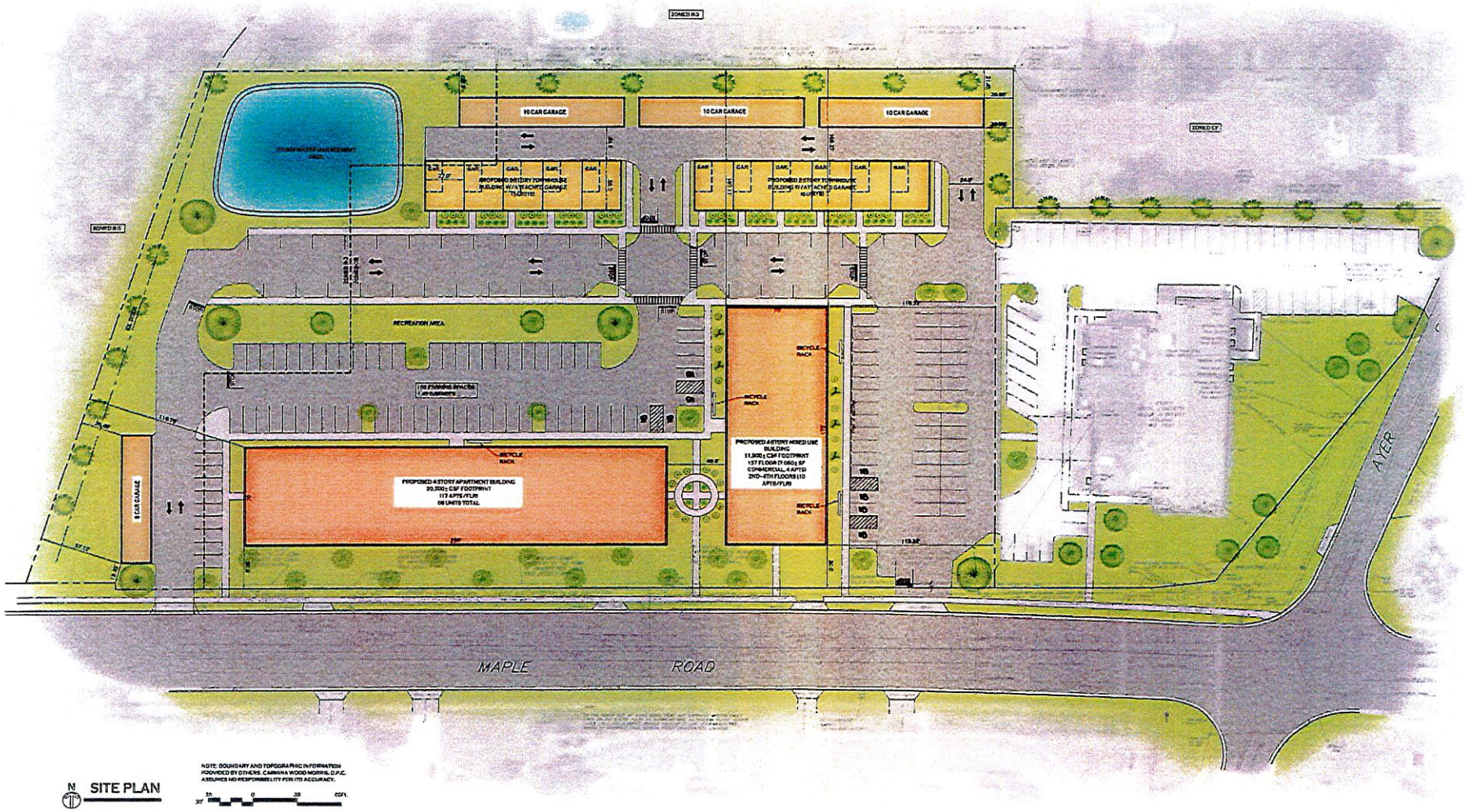
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki). A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

RESULT:	ROLL CALL VOTE (ADOPTED) 4 TO 1
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Leyin, Bzukala
NAYS:	Bucki

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Exhibit 9 – Color Copy of the Concept Site Plan for the Proposed Mixed-Use Project as Prepared by Carmina Wood Morris DPC

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)



N SITE PLAN

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD MORRIS, D.P.C. ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

CARMINA WOOD DESIGN

BLISS

Mixed Use Development

Concept Site Plan

1720, 1740 & 1760 Maple Road | Amherst, NY

05.13.2022

Agency Use Only [If applicable]
Project: Z-2022-08
Date:

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes**" to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No**" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
☐ NO ☑ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: None identified		☑	☐

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☑ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑NO ☐YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

9. Impact on Aesthetic Resources
The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) ☑ NO ☐ YES
If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources
The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) ☑ NO ☐ YES
If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. ☐ NO ☑ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☑	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☑	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☑	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☑	☐
e. Other Impacts: None identified		☐	☐

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

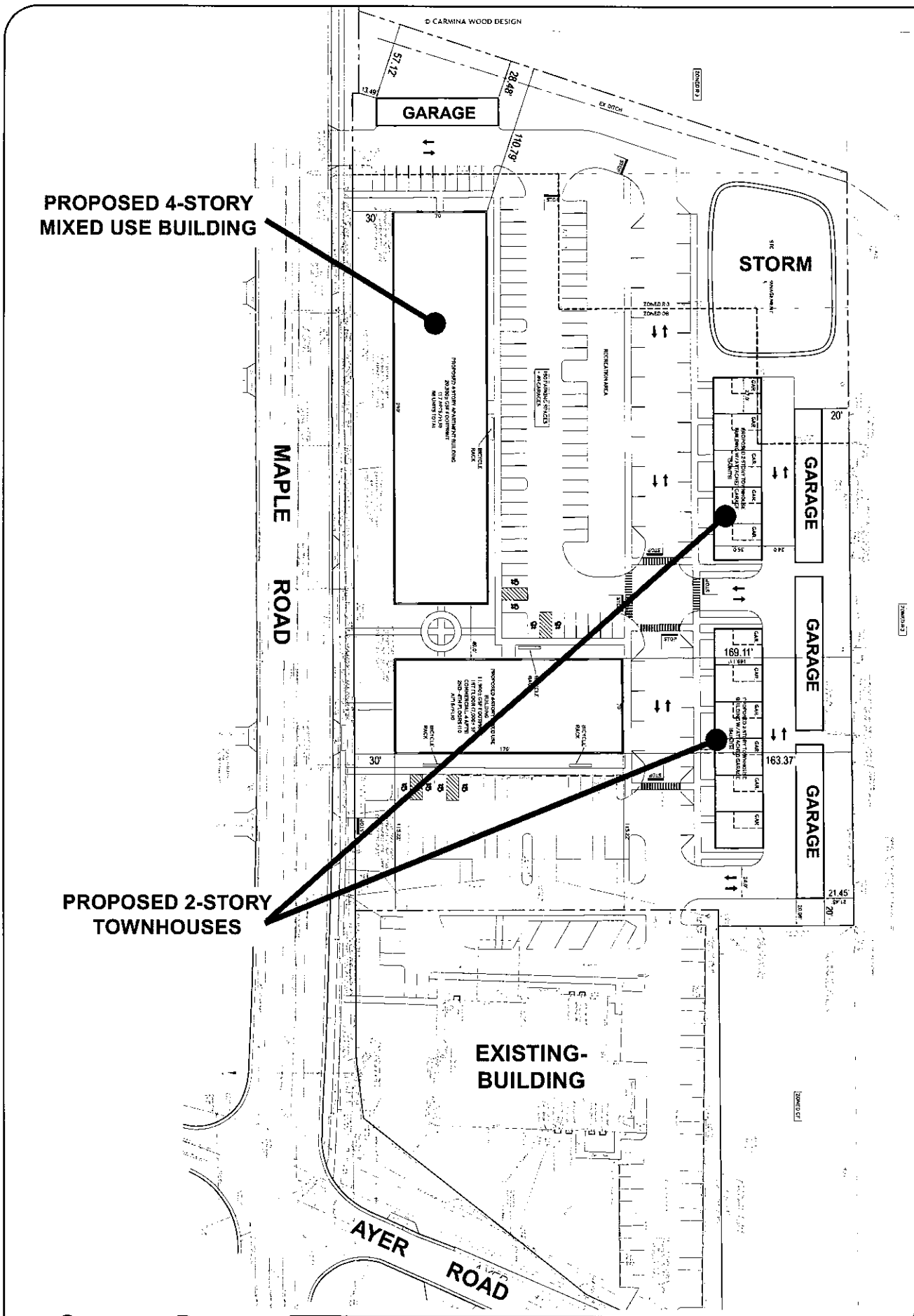
Z-2022-08

Request to Rezone 5.1± Acres of Land from R-3 & OB to DC-5
Property Located at 1720-1740 & 1760 Maple Road
MEL Investors LLC, Petitioner

November 17, 2022

1720-1740 & 1760 Maple Road

Prepared by the Town of Amherst Planning Departm



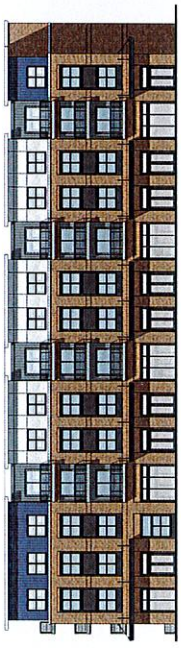
CONCEPT PLAN

Z-2022-08
1720-1740 & 1760 Maple Road

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

1 A-100 MAPLE ROAD ELEVATION
SCALE: 3/32" = 1'-0"

3 A-100 EXTERIOR PERSPECTIVE
SCALE: NTS



2 A-100 AYERS ROAD ELEVATION
SCALE: 3/32" = 1'-0"

ELEVATION

Z-2022-08
1720-1740 & 1760 Maple Road

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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Prepared by the Town of Amherst Planning Departm

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Amherst

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

Brian J. K
Supervis
Daniel C. Howa
Planning Di
Daniel J. Ulatow
Assistant Plannin

MEMORANDUM August 23, 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
Williamsville School District

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

SUBJECT: REQUEST TO REZONE 0.25± ACRES OF LAND FROM **R-3** TO **MFR-4A**, **Z-2022-09**; PROPERTY LOCATED AT **6254 MAIN STREET**. MOHIT KUMAR, PETITIONER.

REVIEW:

Do you agree with all statements made? YES, WITH CONDITIONS

If you do not, briefly state why: _____

General comments relative to your agency interests: OBTAIN NYSDOT APPROVAL FOR TWO (2) CURB CUTS. CONSIDER CONNECTING THE PRIVATE SIDEWALK

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) THE PUBLIC SIDEWALK ALONG MAIN STREET.

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

Signature: C. Schregel **Date:** 8/25/22

DU/TV/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-09_(6254_Main_St)_2022\Z-2022-09_Transmittal_082322.doc
cc: Jeff Palumbo, Barclay Damon, 9276 Main St., Ste. 3, Clarence, NY 14031

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

COUNTY OF ERIE

WILLIAM E. GEARY, JR.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS

October 18, 2022

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

Re: Proposed Mixed Use Development
1720, 1740 & 1760 Maple Road (CR-192)
(T) of Amherst, County of Erie

Dear Mr. Ulatowski:

This Department has received concept plans for a proposed mixed-use development located at 1720, 1740 & 1760 Maple Road (CR-192) in the Town of Amherst, and has the following comments:

1. A stormwater management report shall be provided for our review. Stormwater drainage for this site shall be designed in accordance with the New York State stormwater management design manual and local Town requirements.

2. Maple Road (CR-192) was recently reconstructed with integral curb and gutters along the frontage of project area. Curb infill shall include replacement of curb and gutter.

3. Installation of underground utility crossings of Maple Road (CR-192) shall be via a bored crossing. No open cut crossings of Maple Road will be permitted.

Further review by this department will commence upon receipt of a stormwater management report and final design drawings.

Sincerely,

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

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

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Attn: Daniel J. Ulatowski, AICP
Town of Amherst
Re: Proposed Mixed Use Development
1720, 1740 & 1760 Maple Road (CR-192)
Date: October 18, 2022
Page: 2 of 2

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: CR-192

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete and send one copy with attachments to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain a copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: ZR-22-230

Received: 9/9/22

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: Date October 20, 2022 Time 6:30 PM Location 5583 Main St Williamsville

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 Property: ☐ Entire Municipality ☐ Specific as follows: 1720, 1740 & 1760 Maple Road.

6. Referral required as Site is within 500'of: ☐ State or County Property/Institution ☐ Municipal Boundary ☐ Farm Operation located in an Agricultural District ☐ Expressway ☒ County Road ☐ State Highway ☐ Proposed State or County Road, Property, Building/ Institution, Drainageway

7. Proposed change or use: Request to rezone 5.1 acres from Residential District Three & Office Building District to Deep Coverage 5 District

Z-2022-08

8. Other remarks: (ID#, SBL#, etc.) 56.19-1-4.1, 56.19-1-6.1 & 56.19-1-5.11

9. Submitted by: Scott A Marshall Principal Planner **Date:** August 24 2022

Mailing Address: Town of Amherst Planning Department, 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 9/9/22. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: [signature] **Date:** 10/20/22

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Amherst

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

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

October 11, 2022

MEL Investors, LLC
c/o Sean W. Hopkins, Esq.
5500 Main Street, Suite 343
Williamsville, New York 14221

SUBJECT:	Rezoning Application Review	**Z-2022-08**
	Request:	Rezone 5.1± acres of land from R3 & OB to DC-5
	Property located at:	**1720, 1740 & 1760 Maple Road**
	Correspondence received:	October 7, 2022
	Representative:	Sean W. Hopkins, Esq.

Dear Mr. Hopkins,

Please consider the following comments:

1. That prior to approval for any development on the subject properties that a determination by the NYS Office of Parks, Recreation and Historic Preservation be made that there will be no impacts to archeological, cultural or historic resources on the subject parcels.
2. That prior to approval for any development on the subject properties that a determination be made on the potential presence of federal jurisdictional wetlands areas on the subject parcels.
3. That prior to approval for any development on the subject properties that a determination be made to the adequacy of downstream sewer capacity by the Town of Amherst Engineering Department for the subject parcels.

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

Very truly yours,

for Daniel C. Howard, AICP
Planning Director

DH/SM/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_Pln_Dpt_Rvw_10112022.docx:
cc: Paul Bliss, 6790 Main St., Suite 100, Williamsville, NY 14221
Michael Blinkoff, 501 John James Audubon Pkwy., Amherst, NY 14228
Christopher Wood, Carmina Wood Design, 487 Main St., Ste. 500, Buffalo, NY 14203

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Amherst

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

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

MEMORANDUM August 24, 2022

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

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

SUBJECT: REQUEST TO REZONE 5.1± ACRES OF LAND FROM **R3 & OB** TO **DC-5, Z-2022-08**; PROPERTY LOCATED AT **1720, 1740 & 1760 MAPLE ROAD**. MEL INVESTORS LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? No.

If you do not, briefly state why: The legislative intent of the DC-5 district states " The Deep Corridor 5 District is intended for deep corridor parcels that do not immediately abut single-family residential lots, and therefore are appropriate for 5-story buildings.

General comments relative to your agency interests:

The Deep Corridor 3 district is more appropriate for the subject area.

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:** 10/5/2022

Daniel J. Ulatowski, AICP, Zoning Enforcement Officer

DU/SM/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_Transmittal_082422.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, 6790 Main St., Suite 100, Williamsville, NY 14221
Michael Blinkoff, 501 John James Audubon Pkwy., Amherst, NY 14228
Christopher Wood, Carmina Wood Design, 487 Main St., Suite 500, Buffalo, New York 14203

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Amherst

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

RECEIVED
SEP 19 2022
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM

August 24, 2022

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

RECEIVED
Williamsville Central School District
SEP 12 2022
Asst Superintendent for
Finance & Management Services

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

SUBJECT: REQUEST TO REZONE 5.1± ACRES OF LAND FROM **R3 & OB** TO **DC-5, Z-2022-08**; PROPERTY LOCATED AT **1720, 1740 & 1760 MAPLE ROAD**. MEL INVESTORS LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Question 11b How will rezoning impact school sy

If you do not, briefly state why: As stated in past similar zoning applicants, positiv increases in tax revenue may not become positive to the District if enrollmen increases create capacity/program issues at schools. This project on

General comments relative to your agency/interests: own may not have this affect, however, when all of the similar pr are added together, capacity issues may occur. This creates a significa

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) for the school district. Essentially, five students from th development, ten from another, 20 from Crosspoint's development. They all contribute to potentially future capacity issues at a sc

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

Signature: Scott Marshall **Date:** 9/13/22

DU/SM/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_Transmittal_082422.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, 6790 Main St., Suite 100, Williamsville, NY 14221
Michael Blinkoff, 501 John James Audubon Pkwy., Amherst, NY 14228
Christopher Wood, Carmina Wood Design, 487 Main St., Suite 500, Buffalo, New York 14203

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Amherst

2010.008A

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

RECEIVED
SEP 14 2022
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM

August 24, 2022

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

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

SUBJECT: REQUEST TO REZONE 5.1± ACRES OF LAND FROM **R3 & OB** TO **DC-5, Z-2022-08**; PROPERTY LOCATED AT **1720, 1740 & 1760 MAPLE ROAD**. MEL INVESTORS LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: DOWNSTREAM SANITARY SEWER CAPACITY ANALYSIS IS REQUIRED.

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

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

Signature: _____ **Date:** 9/14/22

DU/SM/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_Transmittal_082422.doc

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Amherst

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

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RECEIVED
SEP 13 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

August 24, 2022

TO: Tim Koller, Deputy Town Clerk
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Integrated Review Coordinator, ECDEP
Williamsville Central School District
ECDPW - Highways

RECEIVED
SEP 09 2022
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 5.1± ACRES OF LAND FROM **R3 & OB** TO **DC-5, Z-2022-08**; PROPERTY LOCATED AT **1720, 1740 & 1760 MAPLE ROAD**. MEL INVESTORS LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? N/A

If you do not, briefly state why: _____

General comments relative to your agency interests: Need to see

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:** 9/12/22

DU/SM/ac
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Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D r

RECEIVED
SEP 12 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

August 24, 2022

RECEIVE
SEP 09 2022
TOWN ATTORN Y

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

SUBJECT: REQUEST TO REZONE 5.1± ACRES OF LAND FROM **R3 & OB** TO **DC-5, Z-2022-08**; PROPERTY LOCATED AT **1720, 1740 & 1760 MAPLE ROAD**. MEL INVESTORS LLC, PETITIONER.

REVIEW:

Do you agree with all statements made? Approve of 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:** 9/14/22

DU/SM/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_Transmittal_082422.doc

cc: Scott Marshall, Principal Planner
Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
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Christopher Wood, Carmina Wood Design, 487 Main St., Suite 500, Buffalo, New York 14203

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

TOWN OF AMHERST

ASSESSOR'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
PHONE: 716-631-7038
FAX 716-631-7144

Emily A. Murphy
Assessor
emurphy@amherst.ny.us

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 5.1±Acres of Land from **R3 & OB** to **DC-5, Z-2022-08**
Property Location: **1720,1740 & 1760 Maple Rd**
Petitioner: **Mel Investors, LLC**

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
Paul Bliss, 6790 Main St., Ste 100, Williamsville, NY 14221
Michael Blinkoff, 501 John James Audubon Pkwy., Amherst, NY 14228

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Amherst

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

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OCT 14 2022
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulp
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

MEMORANDUM

October 11, 2022

TO: Douglas Gesel, Supervising Code Enforcement Officer, Building Department

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

SUBJECT: REQUEST TO REZONE 5.1± ACRES OF LAND FROM **R-3 & OB** TO **DC-5, Z-2022-08**; PROPERTY LOCATED AT **1720 1740 & 1760 MAPLE ROAD**. PB INVESTORS, LLC, PETITIONER.

GEOTECHNICAL REPORT AND SURVEY:
Received October 7, 2022

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

If 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:** 10-13-2022

SM/bf
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_Geotechnical_Report_101122.doc
cc: Sean Hopkins, Hopkins Sorgi & McCarthy, 5500 Main St., Suite 343, Williamsville, NY 14221
Paul Bliss, 6790 Main St., Suite 100, Williamsville, NY 14221
Michael Blinkoff, 501 John James Audubon Pkwy., Amherst, NY 14228
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OCT 11 2022
TOWN OF AMHERST
BUILDING DEPT

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Mr. Chairman & Members of the Planning Board

I am, Jo Anne Wylie, appearing for Robert DiVIta who is sick and unable to attend this hearing. He has asked me to re his statement and submit his statement and documents and a letter to this Planning Board.

RECEIVED
OCT 20 2022
TOWN OF AMHERST
PLANNING DEPT.

RE: Bliss Proposed Mixed- Use Project for Maple Road

THE ISSUE BEFORE PLANNING BOARD

Bliss is requesting Planning Board, in its capacity, to Recommend to the Town Board To Amend the Current Zoning Classification of the project site of 5.1 Acres to Deep Corridor 5 zoning district.

My name is Robert G. DiVita and I have resided for more than 40 years at 1725 Maple Rd. My son, Thomas, resides a 1735 Maple Road. I am fully aware of all aspects of this neighborhood.

On May 19, 2022, I was the sole resident who appeared before the Planning Board who opposed the Bliss project. Sir that time many residents in the area, who became aware of the project likewise are shocked at the impact on the Ma Road neighborhood .

The Maple Road Project located on 5.1 Acres is located between Youngs Road and Ayer Road. The community charac of this area is mostly residential. I am submitting for the record a Mixed Use District Table you will note that the Dc-5 allows for 4/5 story Buildings which Bliss is requesting for the site. The height of the Bliss proposed buildings are inappropriate and massive when the project is adjacent to residential homes according to the law, I am also submittir for the record to this Planning Board that part of zoning laws chapter 203. This section of the law enumerates the int and defines the measurements of a project. It is clear that the Bliss Project is not consistant with the zoning law. The height of the buildings are not appropriate under the law.

It is to be noted, that on the agenda tonite, Oblitz, another developer, is requesting for a 4 story Medical Office Bldg. property located at Sheridan Drive & Youngman . Oblitz is seeking a DC-5 classification. Clearly this project does not surround a residential area and is appropriate . Bliss is seeking this same classification.

In addition to the above factor and circumstances,, many residents surrounding the Bliss Project from the Patio Home to the the single family residents located on Maple Road, Ayer Road, and Bush Creek all said residents have concern regarding this Bliss Project. Clearly it affects their privacy and quality of life.

At this time I am submitting to the Planning Board a copy of the protest petition containing 79 signatures of residen in the area who strongly oppose this Bliss project. The original protest petition will be filed by me with the town clerk

I want to share with you an example and impact of the Bliss Project. One resident residing on Bush Creek who had appeared at previous hearings has sold his home and moved out of the area. Also I am submitting to the Planning Bo a letter by Mrs. Hill , another resident of Bush Creek, which she sent to Mr. Bliss, regarding the concerns and impact c his project.

Finally, it is my request and the request of the 79 residents who signed the protest petition, that the Planning Boarc its advisory capacity recommend to the Town Board that it is denying Bliss's request for a DC 5 classification. I am suggesting that you recommend to the Town Board that a DC-3 classification is more appropriate for this project. I al also suggesting that the Planning Board recommend to the Town Board that it should deny the rezoning of this proje on the basis that the proposed project is too massive for the Maple Road parcel . There is no other 4 story structure Maple Road and it would be setting a dangerous precedent for future development. At this time I urge each and eve member of the Planning Board to protect the rights of the residents .

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

What is allowable under Com'l. Mixed Use

5A-8-2. Mixed Use District Use Table

MIXED USE DISTRICTS	TI-2.5	TI-4	SC-3	DC-3	DC-5	CTR-2.5	CTR-5	CTR-8	Use Standards
OPEN USES									
None allowed			--	--		--			
RESIDENTIAL USES									
Single-family detached	P	P	P	P	P	P			
Multi-family dwelling	P	P	P	P	P	P	P		
Upper-story dwelling	P*	P*	P*	P*	P*	P*			6-2-6.
Assisted group living	P	P	P	P	P	P	P		
Senior citizen housing	P*	P*	P*	P*	P*	P*	P*		6-2-2.
PUBLIC AND CIVIC USES									
Ambulance service	P	P	P	P	P	P	P		
Business college, commercial school	P	P	P	P	P	P	P	P	
College, university	--	--	--	--	P	--			
Day care	P*	P*	P*	P*	P*	P*	P*		6-3-2.
Passenger Station	--	--	--	--	--	--	P		
Place of worship	P	P	P*	P*	P*	P*	P		6-3-3.
Public utility service structure or facility	P*	P*	P*	P*	P*	P*	P*		6-3-4.
School, elementary/secondary (private)	P	P	P	P	P	P			
Telecommunication facility	S	S	S	S	S	S	S		§ 6-7
Utility, minor	P	P	P	P	P*	P			
COMMERCIAL USES									
Animal care	P	P	P*	P*	P*	P*			6-4-1., 6-4-13., 6-8-7
Drive-through facility			--	P*	P*	P*			4-8-4.
Lodging	P	P	P	P	P	P	P		
Medical	P	P	P	P	P	P			
Office	P	P	P	P	P	P			
Personal service	P	P	P	P	P	P	P		
Recreation, indoor	P	P	P	P	P	P			
Recreation, outdoor			--	S	S	S			
Restaurant	P	P	P	P	P	P			
Restaurant with outdoor dining	P*	P*	P*	P*	P*	P*			6-4-9.
Retail sales and service	P	P	P	P	P	P			
Sexually oriented business			--	--					§ 6-6
Vehicle sales, indoor			--	--	P*	P	S		
Vehicle sales (outdoor), vehicle service			--	--	P*				
INDUSTRIAL USES									
Light industrial			--	--					
Heavy industrial			--	--		--			
ACCESSORY USES									
All uses and structures customarily incidental to a principal use	P	P*	P	P	P	P	P*	P	

P = Permitted P* = Permitted with supplemental use standards S = Special Use (ZBA approval required) -- = Not Permitted

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

5A-3-5. DC-5 Deep Corridor 5

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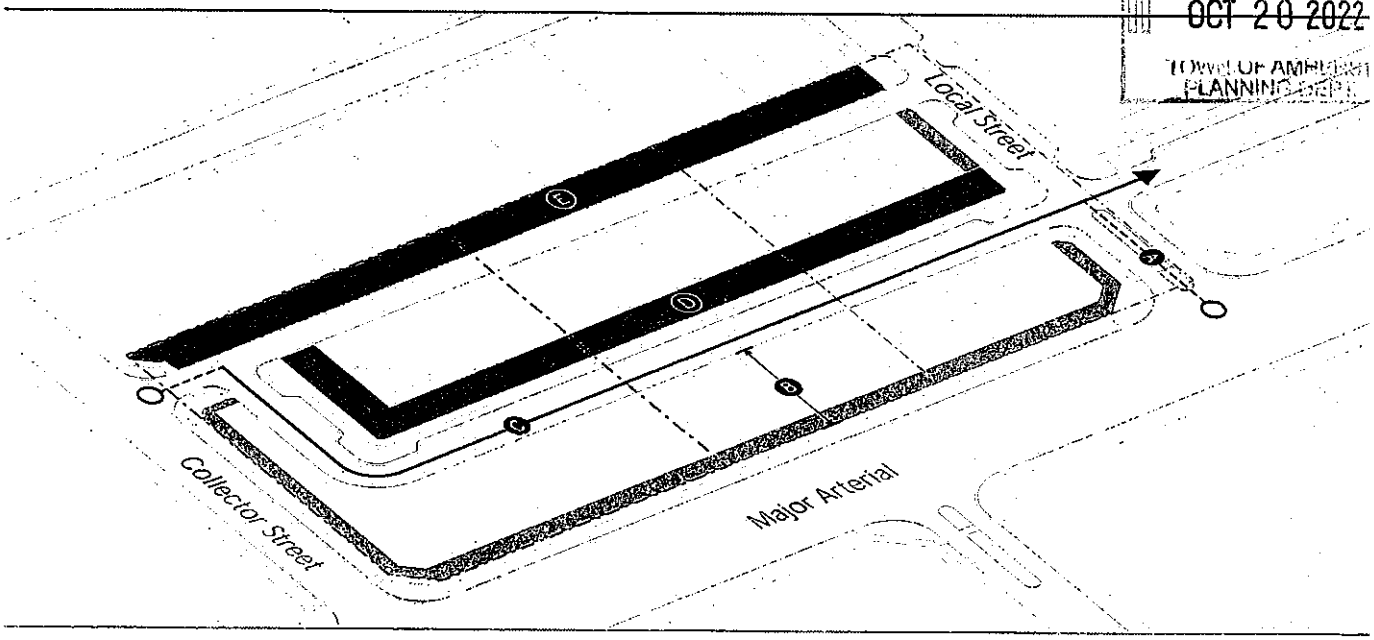
TOWN OF AMHERST
PLANNING DEPT.

A. District



INTENT

The Deep Corridor 5 District is intended for deep corridor parcels (over 200' deep) that do not immediately abut single-family residential lots, and therefore are appropriate for 5-story buildings. Shared access drives connect to a continuous high-quality internal active and walkable streetscape fronting buildings and help eliminate curb cuts. This streetscape establishes the framework for a future internal "main street." Excessively long blocks are broken up by new streets connecting within the district. The Deep Corridor 5 District is intended to provide for a variety of retail, service and commercial uses, as well as multi-family residences or offices

USE

Allowed uses	See 5A-8 Use Regulations

SHARED ACCESS DRIVE

Ⓐ Required street type	Local Street

CROSS ACCESS

Ⓑ Distance from ROW line	90' min / 200' max
Ⓒ Required street type	Core Half-Street (See 5A-6-4)
Ⓓ Required frontage	Incremental Core* (See 5A-4-5)

BLOCKS

Perimeter	None
Length	1200' max

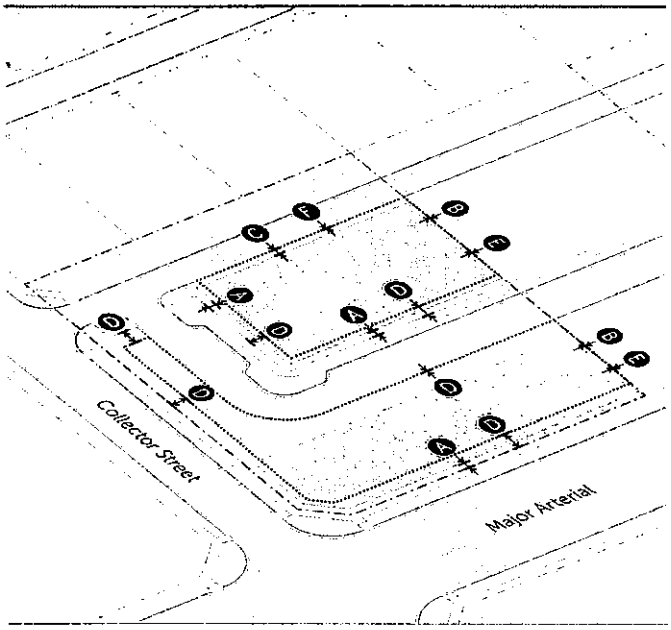
TRANSITION

Ⓔ Deep Lot Transition	See 5A-5-4

*Streetscaped side of Core Half-Street only

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

B. Site



LOT

Width	0' min
Outdoor amenity space	5% min

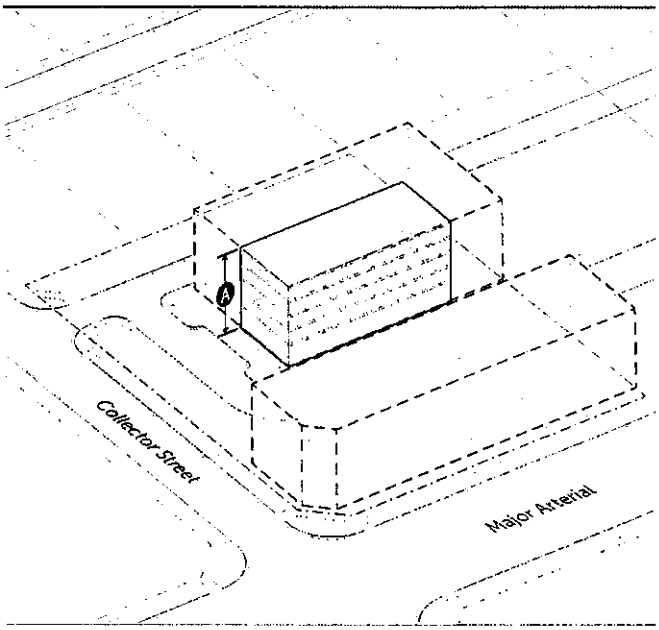
BUILDING SETBACKS

A Street lot line	See 5A-4 Retrofit Frontages
B Common lot line	0' min
C Alley	5' min

PARKING SETBACKS

D Street lot line	See 5A-4 Retrofit Frontages
E Common lot line	0' min
F Alley	0' min

C. Building



BUILDING MASS

A Building height	5 stories/75' max
Street-facing building length	n/a

ACTIVATION

See 5A-4 Retrofit Frontages

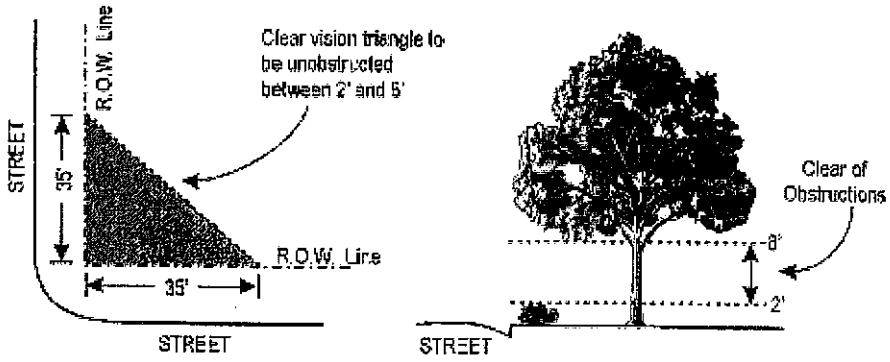
Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Chapter 203. Zoning

PART 2.. DEFINITIONS AND MEASUREMENTS

§ 2-5. Measurements and Exceptions

2-5-1. **Clear Vision Triangle.** A clear vision triangle is the triangle formed on corner lots between points on the front, side or rear lot lines or edges of pavement on a private street 35 feet from the intersection of the right-of-way lines or edges of pavement on a private street. Within that area no fence, wall, ornamental gate or portal, bushes, shrubbery or stored material shall be permitted higher than two feet above the average finished grade of the lot. Trees shall be permitted within the area only if maintained and trimmed so that no branches or foliage are less than eight feet above the average finished grade of the lot. No building shall be located within the areas, except that this restriction shall not apply above the bottom of the second floor nor to columns of a size required to carry the weight of upper stories.
[Amended 7-21-2008 by L.L. No. 10-2008]



2-5-2. **Yards.**

A. **Exceptions.**

(1) **Encroachments.** The following are permitted in the required yard areas provided they comply with all other standards of this and other applicable ordinances. In no event shall any of the following encroach into the public right-of-way.

(a) **Cornices and Eaves.** Cornices and eaves may project not to exceed 18 inches over any required yard or court.

(b) **Sills, Loaders, Belt Courses.** Sills, loaders, belt courses and similar ornamental or structural features may project six inches into any required yard or court. An open fire balcony or fire escape or a fire tower may project into a required yard not more than four feet.

(c) **Ground Story Bay Windows, Oriels, Balconies and Open Porches.**
[Amended 2-4-2008 by L.L. No. 1-2008; 3-4-2019 by L.L. No. 6-2019; 11-30-2020 by L.L. No. 17-2020]

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

(i) Ground story bay windows, oriels or balconies, having a combined total width not exceeding one-half of the length of the wall to which they are attached, may project not more than three feet into any required rear yard or into any required side yard which is over six feet wide.

(ii) An open porch not over one story high, window wells, and other similar structures as determined by the Zoning Enforcement Officer, may project into any required side yard, provided that it does not come nearer the side lot line than a distance equivalent to one-half the width of the side yard required as a minimum for that lot.

(iii) No open porch, oriel, bay window, balcony or stairway constructed under the provisions of the preceding paragraph shall have a width or a greater dimension in excess of twice the distance of its projection.

(iv) An open porch or entranceway may not project more than eight feet into a required front yard. An open porch or deck, not exceeding one story in height, may not project more than eight feet into a required rear yard.

(v) A bay window not over one story high may project four feet into a required front yard. Such bay windows shall not occupy more than one-half of the wall to which they are attached. Where part of the front wall encloses garage space, such wall space shall not be used to figure length of the bay windows.

(d) **Chimney, Smokestack, Flue or Elevator.** A chimney, smokestack, flue or elevator shaft may project into any yard or court required as a minimum, provided that the horizontal section of the projection does not exceed 12 square feet in any residence district or nine square feet in any other district, provided that it does not come nearer the side lot line than a distance of three feet.

(e) **Exterior Heating or Air-Conditioning Structures in Residential Districts.** Except for window-mounted units, no exterior heating or air-conditioning structure or equipment shall be located within three feet of any lot line.
[Amended 8-1-2011 by L.L. No. 19-2011]

(f) **Radio and Television Antennas.** Radio and television antennas and any other communication equipment shall not be located within the area of a lot between the front or exterior side lot line and the nearest line of any building on the lot.

(g) **Ornamental Gates, Fences and Portals.** Ornamental gates, fences and portals may be constructed in any district, but only on private property, and may be located in a required yard. Fences located in a required front yard shall be in accordance with § 7-5-3.

(h) **Driveways.**

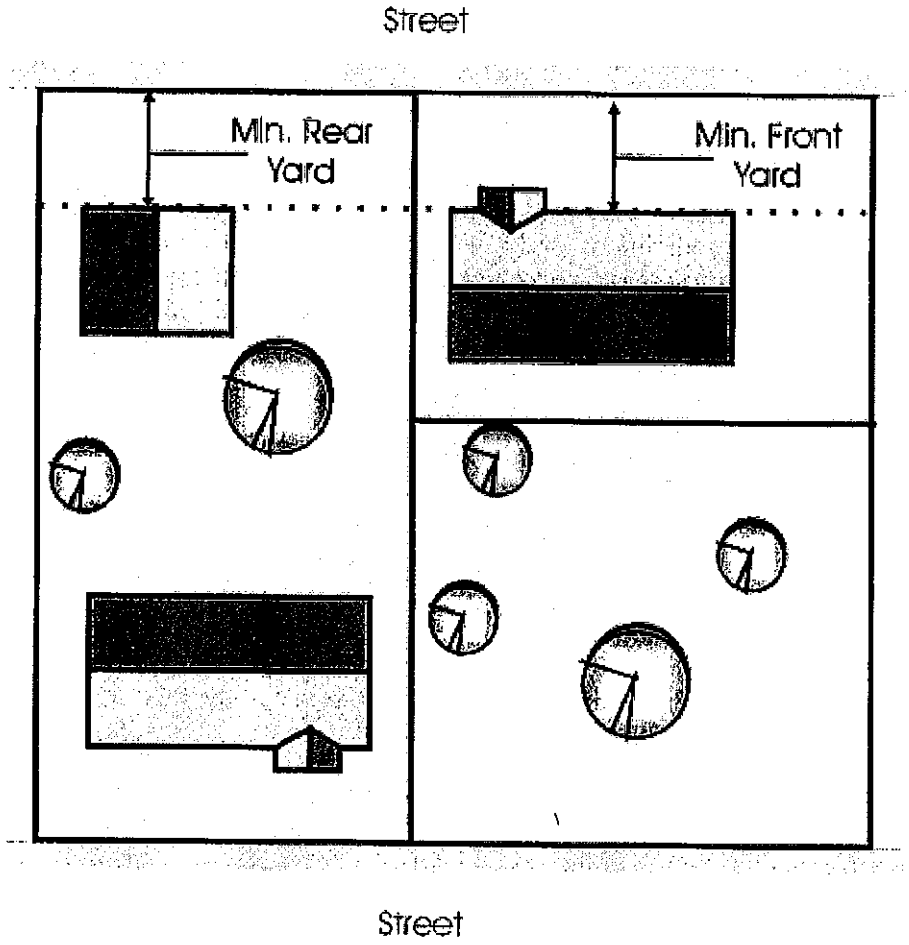
(i) The parking of vehicles shall be prohibited in any required front yard except on a paved surface.

(ii) Driveways may be located in a required front yard in any district, and are not subject to setbacks required for other vehicle use areas. In no case shall a commercial driveway be located less than 10 feet from an adjacent residential lot line.

(iii) For parcels containing one to four residential dwelling units, the cumulative area of any driveway, plus any impermeable surface area located in the required front yard, shall not exceed 50 percent of the area between the front face of the house and the right-of-way line. Driveways and parking areas shall be constructed of concrete, asphalt or other materials approved by the Commissioner of Building.
[Amended 8-1-2011 by L.L. No. 19-2011]

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

(2) **Yards on Through Lots.** Each through lot shall require a rear yard setback equal to the required front yard of any abutting lots on the non-frontage street.



(3) **Front Yards on Partially Built-Up Residential Blocks.** Where 50 percent or more of the aggregate street frontage on one side of a street between two successive intersecting streets is occupied by buildings, and the average setback distance of existing residence buildings exceeds the required minimum front yard for the district in which the lot to be developed is located, the minimum front yard of that lot shall be the lesser of:

(a) Eighty-five percent of the average setback distance of existing residential buildings located on the lots on either side. This minimum required setback shall not exceed twice the required setback for the zoning district as determined by the Zoning Enforcement Officer.
[Amended 3-4-2019 by L.L. No. 6-2019]

(b) The minimum front yard required under any restrictive covenants or declarations recorded in the Erie County Clerk's office affecting the lot to be developed and those on either side of it.

(4) **Minor Utility Setbacks.** Notwithstanding § 2-5-3 below, minor utilities, as defined in § 2-4, and aboveground backflow prevention devices, shall be subject to the minimum yard requirements of Part **3**, Part **4** or Part **5** with a minimum of ten feet. Stormwater retention and detention facilities and aboveground backflow prevention devices three feet or less in height are not subject to the minimum yard requirements of Parts 3, 4 or 5, but shall have a minimum setback of ten feet from all property lines, with the following exception:

(a) When a stormwater retention or detention facility is shared by multiple parcels, there shall be no side or rear setback requirement for the facility in the location(s) where the facility crosses a property line between shared users of the facility.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

[Amended 1-16-2007 by L.L. No. 2-2007, 9-21-2009 by L.L. No. 14-2009, and 4-12-2010 by L.L. No. 2-2010]

(5) **Yards on Corner Lots.**
[Amended 7-16-2007 by L.L. No. 7-2007]

(a) The shorter property line abutting streets on a residential corner lot shall be deemed the front lot line.

(b) The exterior side yard for any building or structure on a corner lot shall meet the front yard requirement for the district within which it is located; provided, however, that for buildings on lots within subdivisions given preliminary plat approval prior to October 24, 1960, the minimum width of the exterior side yard shall be 20 feet.
[Amended 12-16-2019 by L.L. No. 22-2019]

(c) See § 4-8-2 for side yard requirements for corner lots in nonresidential districts and § 4-12-2 for side yard requirements for corner lots in industrial districts.
[Added 2-8-2016 by L.L. No. 2-2016]

(6) **Supplemental Front Yard Regulations on Partially Built-Up Nonresidential Blocks.** In all nonresidential and special purpose districts, where 50 percent or more of the aggregate street frontage on one side of a street between two successive intersecting streets is occupied by buildings of the type and use permitted in the district, the minimum front yard of a lot to be developed shall be the average setback distance of existing buildings on the lots on either side as determined by the Zoning Enforcement Officer.
[Amended 3-4-2019 by L.L. No. 6-2019]

2-5-3. **Minimum Distances to Principal and Accessory Structures for Specific Streets.** Except as provided in subsections 2-5-2A(2) through 2-5-2A(5), the minimum setback for structures, as measured from the center of the right-of-way, shall supersede minimum setback requirements for any yards abutting the following streets for those districts where such setbacks are lower than those established in the table below.
[Amended 10-9-2017 by L.L. No. 21-2017]

Street Name	Location	Minimum Distance to Structure (ft)
Transit Road		135
Niagara Falls Blvd.	Sheridan Dr. — North	115
Millersport Highway	Sheridan Dr. — North	115
Sheridan Dr.		115
Main St.	East of Village line	115
Wehrle Dr.	East of Village line	115
North French Rd.		90
Maple Rd.		90
Hopkins Rd.		90
Evans St.	Sheridan Dr. to Village line	90
Campbell Blvd.		90
Sweet Home Rd.	Rensch Rd. — North	90

2-5-4. **Building Height.**

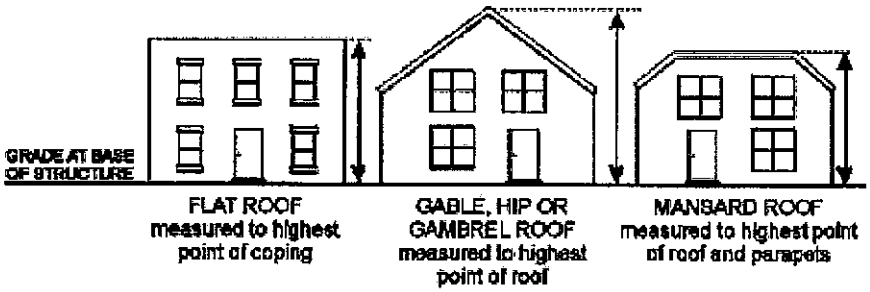
A. **Measurement.** Building height refers to the vertical distance from the finished grade line to:

(1) The highest point of the coping of a flat roof; or

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

(2) The ridge line of a gable, shed, hip or gambrel roof; or

(3) The highest point of the roof and parapets of a mansard roof.



B. **Exceptions.**

(1) Mechanical space for building equipment placed on the building roof may be allowed above the maximum height specified, provided that such mechanical space is set back a minimum of 15 feet from any exterior wall, does not exceed 15 feet in height and is adequately screened from view.

(2) Chimneys, radio or television antennae, located upon and constituted as an integral part of a principal structure, may be erected above the height limit specified but are limited to a height not exceeding 65 feet above the average finished grade. Mechanical space for building equipment placed on the building roof may be allowed above the maximum height specified, provided that such mechanical space is set back a minimum of 15 feet from any exterior wall does not exceed 15 feet in height and is screened from view.

(3) When adjacent to the following districts: 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, or NCD, the following shall apply to any building or structure in the MFR-6, MFR-7, OB, GB, NB, CS, MS, SC, RD, ST, GI, AG, CF, R-R, S-A or RC districts:
[Amended 1-16-2007 by L.L. No. 2-2007; 2-4-2008 by L.L. No. 1-2008; 8-1-2011 by L.L. No. 19-2011; 2-24-2014 by L.L. No. 5-2014; 11-3-2014 by L.L. No. 39-2014]

(a) In no case shall the side or rear setback be less than the greater of 30 feet or that required for a parcel abutting a nonresidential district. Buildings greater than 35 feet in height shall have minimum side and rear setbacks of three feet for each foot of building height. The maximum permitted height at the side and rear setback lines as measured from the nearest residential district boundary shall be 35 feet or two stories for a structure with a pitched roof of 6:12 or greater, and 30 feet or two stories for a building with a flat roof or pitched roof of less than 6:12. Any structure that faces a public right-of-way shall have its facade set back 20 feet for the first 30 feet of building height and 30 feet for building height above 30 feet. No building shall encroach into the vehicle use setback.

(4) The maximum height for all nonresidential structures in the R-R district shall be 65 feet.

(5) No accessory structure in a residential district shall exceed the lesser of 20 feet in height or the actual height of the principal structure.
[Added 7-16-2007 by L.L. No. 7-2007; amended 11-30-2020 by L.L. No. 17-2020]

2-5-5. **Distance Between Uses.** Where a provision of this Zoning Ordinance requires the determination of the distance between two uses, the following principles shall be followed:
[Added 7-7-2008 by L.L. No. 9-2008]

A. The measurement to or from a use that is the principal use on a lot shall be measured from the point on a lot line that is nearest to the other lot line from or to which the measurement is being made;

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

B. The measurement from or to one of several principal uses on a lot, such as in a shopping center, shall be measured from the point on the boundary of the leasehold or other space occupied by that use that is nearest to the lot line from or to which the measurement is being made; and

C. The distance shall be measured by the shortest linear distance between the points.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

RECEIVED
OCT 20 202
TOWN OF AMHERST
PLANNING DEPT

Copy
To P.B
Original for
Town Clerk

PROTEST PETITION

PURSUANT TO ARTICLE 16, SECTION 265 OF THE TOWN LAW

TO THE TOWN BOARD OF THE TOWN OF AMHERST

We, THE UNDERSIGNED, CONSTITUTING OWNERS OF TWENTY PERCENT (20%) OR MORE OF EITHER THE AREA OF THE LAND INCLUDED, AND/OR OF THE AREA OF THE LAND IMMEDIATELY ADAJACENT THERETO, EXTENDING ONE HUNDRED (100) FEET THEREFROM, AND/OR OF THE AR3EA OF THE LAND DIRECTLY OPPOSITE THERTO, EXTENDING ONE HUNDRED (100) FEET FROM THE STREET FRONTAGE OF SUCH OPPOSITE LAND, HEREBY OBJECT TO AND PROTEST THE PROPOSED CHANGE AND AMENDMENT TO THE ZONING ORDINANCE OF THE TOWN OF AMHERST CONCERNING THE LAND LOCATED IN THE TOWN OF AMHERST AT:

MAPLE ROAD - 1720 - 1740 - 1760

TOWN OF AMHERST, STATE OF NEW YORK

AMENDMENT - COMM. OFF. TO COMM. MIXED USE

NAME	ADDRESS OF LAND OWNED	DATE
Robert G. DiVita	1725 MAPLE ROAD, AMHERST	06/06/22
Mary Dawn DiVita	1725 MAPLE RD, AMHERST	6/6/22
[signature]	1735 MAPLE RD, AMHERST	6/6/22
[signature]	1720 Maple Rd	6/10/22
Wanda Barnes	1720 Maple Rd	6/11/22
[signature]	78 Brush Creek RD	6/11/22
[signature]	78 Brushcreek RD	6/11/22
Priya Nair	94 Brushcreek Rd	6/11/22
Bindu Nair	94 Brushcreek Rd	6/11/22
Carrie Noe	102 Brush Creek Rd	6/11/22
Christine Colangelo	118 Brush Creek Rd.	6/11/22

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Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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AMENDMENT - COMM. OFF. TO COMM. MIXED USE

NAME	ADDRESS OF LAND OWNED	DATE
X	1725 MAPLE ROAD, AMHERST	X
Kevin Bowman	166 Brush Creek	6/11/2022
Jacob Morris	134 Brush Creek Rd	6/11/22
Nick Kane	182 Brush Creek Rd	6/11/22
Angela Kane	182 Brush Creek Rd	6/11/22
[illegible]	1700 Maple Rd	6/12/22
[illegible] Clark	67 Brush Creek Rd	6/13/22
Lisa McQuaid	54 Brush Creek	6/13/22
Pat McQuaid	54 Brush Creek Rd	6/13
Beverlee Hall	46 Brush Creek Rd	6/13
Steve Chen	110 Brush Creek Rd	6/13

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AMENDMENT - COMM. OFF. TO COMM. MIXED USE

NAME	ADDRESS OF LAND OWNED	DATE
X	1725 MAPLE ROAD, AMHERST	X
Tiffany Clark	126 Brush Creek Rd Williamsville	6-13-2022
Randall Clark	126 Brush Creek Rd Williamsville	6-13-2022
JIM MORRIS	134 BRUSH CREEK RD "	6/13/22
Susanne Zaruto	174 Brush Creek Rd	6/13/2092
Veronica Suszynski	174 Brush Creek Rd	6/13/2022
Maria Mendola	103 Brush Creek Rd	6-17-2022
Gary T. Tschanz	119 BRUSH CREEK Rd	6-17-22
[illegible]	159 BRUSH CRK	6/17
[illegible]	159 Brush Creek	6/17
Mark Young	143 Brush Creek	6/17

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TOWN OF AMHERST, STATE OF NEW YORK

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NAME	ADDRESS OF LAND OWNED	DATE
X	1725 MAPLE ROAD, AMHERST	X
Colleen Young	143 Brush Crk	6/16/22 *
Joe [illegible]	1703 Brush Creek Rd.	6/16/22 *
Jeff Seifert	30 Brush Creek Rd	6/
Terri Hyde	22 Brush Creek Rd	6/17/22
Donna Pinto	545 Ayer rd	6/21/22
Mark Pinto	545 Ayer rd	6/21/22
G. DiFranco	1689 Maple Rd Williamsville	6/21/22
[illegible]	1689 Maple Rd Williamsville	6/21/22
[illegible]	1685 Maple Rd	6/21/22
[illegible]	1687A Maple Rd.	6/21/22

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NAME	ADDRESS OF LAND OWNED	DATE
X	1725 MAPLE ROAD, AMHERST	X
Leona Stasko	1683 Maple Rd. Amherst NY 14221	6-21-22
Robert J Joseph	1679 A Maple	6/21/22
Louis Micali	1685A Maple	6/22
Brian S. Hearn	1684-B MAPLE	6/22/22
Maureen E. Jurlong	1679-D	6/2
Karen Ransom	97 Treebrooke	7/23/22
Kendra Fentner	80 Shade Tree	7/23/22
Thomas Fentner	80 Shade Tree	7/23/22

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NAME	ADDRESS OF LAND OWNED	DATE
X	1725 MAPLE ROAD, AMHERST	X
Maureen E. Jurkong	1679-D Maple Rd.	7-8-22
Carolyn Medura	1679 Maple Rd	7/8/22
Barbara Abelson	1683A Maple	7/8/22
Carolyn Ewing	1685 C. Maple Rd	7/8/22
* Jo Anne Wylie	1683C Maple Rd	7/8/22
* Kathy Danahey	71 Brush Creek Rd.	7/8/22
* Jim Danahey	71 Brush Creek Rd	7/8/22
Christopher Yee	198 Brush Creek rd.	7/8/22
Leslie Cella	209 BRUSH CREEK	7/8/22
Natalie M Cella	209 BRUSH CREEK	7/8/22

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NAME	ADDRESS OF LAND OWNED	DATE
X	1725 MAPLE ROAD, AMHERST	X
Raymond Rooks	214 Brush Creek Road, Amherst	7/8/2022
Kirsti Rooks	214 Brush Creek Rd, Amherst	7/8/2022
Sheila Cadra	222 Brush Creek Rd, Amherst	7/8/2022
Carrie Ragusa	225 Brush Creek Rd 14221	7/8/22
Sal Ragusa	225 Brush Creek Rd. 14221	7/8/22
Ayesha Rasul	33 Treebrooke Ct, 14221	7/8/22
Jawad Rasul	33 Treebrooke, 14221	7/8/22
Catherine Bargnesi	230 Brush Creek 14221	7/8/22
Mike Bargnesi	230 Brush Creek 14221	7/8/22

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NAME	ADDRESS OF LAND OWNED	DATE
X	1725 MAPLE ROAD, AMHERST	X
Nail Karzoun	8 Shade Tree ct.	7/23
Abeer Karzoun	8 Shade Tree ct.	7/23
Brigitte Perrault	16 Treehouse	7/23
Mike Mueller	16 Treehouse	7/23
Curt Wolff	739 Treehouse Ct	7/23
[illegible]	73 Treehouse Ct	7/20
Robert Hamilton	39 Shade Tree Ct	7/20
Evelyn Hamilton	39 Shade Tree Ct	7/20
* Rosemary A Sparo	88 Shade Tree Ct	7/23 Friends and Relatives
GARRETT MICKS	40 SHADE TREE	7/23

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NAME	ADDRESS OF LAND OWNED	DATE
X	1725 MAPLE ROAD, AMHERST	X
TAMMY MILKS	40 SHADE TREE	7/23

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

Ms Beverlee A Hill
46 Brush Creek Rd
Williamsville, NY 14

RECEIVED
OCT 20 2022
TOWN OF AMHERST
PLANNING DEPT.

To: Paul Bliss, BLISS Corporation

From: Beverlee Hill

Date: May 14, 2022

Thank you for corresponding with those of us who live near the new construction you will be building. I am putting my thoughts in writing because I probably won't be able to attend your May 17 meeting. I had considered writing my thoughts to the Town. However, our Town officials have demonstrated on multiple occasions that they have no concern for the quality of life of ordinary residents (like those of us who live on Brush Creek Rd.). We are not wealthy enough or influential enough for them to care about our day to day lives. So...I guess we need to count on you to think of us as you build your new empire in our neighbors' backyards.

My backyard is located diagonally across the street from the Maple-Ayer plaza with the gas station, laundromat, Tim Hortons, car wash etc. So, my backyard will not have your buildings on top of it. However, since our street is curved, I will see everything from my front porch....and....I care about my wonderful neighbors who are about to be impacted. I am hoping they don't decide to sell their homes before construction begins. The term "mixed use" scares me. When the car wash and Tim Hortons arrived a few years ago, they set up loud speakers to communicate with their customers. So 24 hrs. a day, IN MY BACKYARD, I was listening to "announcements and instructions" on their speakers. This rendered my yard and basically my home useless. So....since the Town officials didn't care, I, personally, had to work with the management to get this to stop. Thankfully, it was a nice manager. In addition, my neighbor and I have to contend with the grease smells from the Golden Duck restaurant in the plaza that the wind blows into our yards. We both have allergies and this is a problem. The Town officials have not helped us at all (even though my neighbor pursued this with the health dept. officials.). So, periodically we have to "ask" the management to clean their outside filthy grease filters.

Needless to say, years ago when we were promised that the area behind our neighborhood was to be dedicated to small medical buildings which would be primarily unoccupied evenings and weekends, we were delighted. It is

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

disappointing that promises made under a former Town administration will not be kept. Four story "housing" towering over my neighbors' backyards, together with "mixed use", is a recipe for ruining our neighborhood. I'm sure your building will be tastefully constructed. I already know what to expect as I walk around to the other side of our neighborhood and look at the housing towering over the neighbors living on Treebrook Ct. I'm sure the Town officials will basically let you do whatever you want to do because they have no interest in our well being. So, hopefully, when you rent out space for commercial use, you will consider the following nuisances that will substantially interfere with our daily lives:

...outdoor speakers/drive-throughs

...traffic noises

...garbage dumpsters

...fumes, food odors

...Lights beaming into backyards and our street

...drainage issues affecting our land

...mechanical/motor/automotive noises

...cannabis odors (I'm sure our Town officials would have no problem with a smoke shop and cannabis use gathering place, which would be disgusting)

Thank you, in advance, for your consideration of these concerns for our neighborhood.

Beverlee Hill

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 26712 **RESOLUTION 2022-1173** **ADOPTED AS AMENDED**

Approve Travel for 2023 Association of Towns Meeting

Please approve the attached travel requests for Supervisor Brian Kulpa, Dennis Powers, Joseph McMahon, Jessica O'Neil, Laurie Stillwell, Angela Rossi, Emily Melski, Marty Polowy, Lynda Juul, and Michael Szukala to attend the 2023 Associations of Towns Annual Meeting & Training School in February 2023.

And be it further resolved that each individual attending these meetings prepare a brief presentation and overview of relevant information in their area of expertise to share with the Town officials and employees as a benefit at an Amherst Town Board Work Session during March 2023.

12/12/2022
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Lavin. A motion was then made by Councilmember Bucki to amend, seconded by Supervisor Kulpa and unanimously approved 4-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 4-0.

FINANCIAL IMPACT:

NTE $19,502.00 included in the 2023 Budgets for the Supervisor, Planning, Finance, Economic Development, Councilmembers, and Attorneys Offices accordingly.

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

Town of Amherst
Association of Town's Annual Meeting
Marriott Marquis New York City
February 2023

DEPT #	DEPT	NAME	REGISTRATION FEE	TRANSPORTATION AIRFARE	TRANSPORTATION GROUND	TRANSPORTATION PARKING	HOTEL	MEALS	INDIVIDUAL COST	DEPARTMENT COST
A1220	Sup	Brian Kulpa	$ 150.00	$ 400.00	$ 420.00	$ 75.00	$ 1,140.00	$ 356.00	$ 2,541.00	
A1220	Sup	Joe McMahon	150.00	400.00	175.00	75.00	828.00	276.00	1,904.00	
A1220	Sup	Jessica O'Neil	150.00	400.00	175.00	75.00	828.00	276.00	1,904.00	
A1220	Sup	Denny Powers	150.00	400.00		75.00	828.00	276.00	1,729.00	$ 8,078.00
A1010	TB	Michael Szukala	150.00	400.00	175.00	75.00	828.00	276.00	1,904.00	$ 1,904.00
A8020	Com Dev	Laurie Stillwell	150.00	400.00	175.00	75.00	828.00	276.00	1,904.00	$ 1,904.00
A1230	Ec Dev	Angela Rossi	150.00	400.00	175.00	75.00	828.00	276.00	1,904.00	
A1230	Ec Dev	Emily Melski	150.00	400.00	175.00	75.00	828.00	276.00	1,904.00	$ 3,808.00
A1420	Attorney	Marty Polowy	150.00	400.00	175.00	75.00	828.00	276.00	1,904.00	$ 1,904.00
A1345	Finance	Lynda Juul	150.00	400.00	175.00	75.00	828.00	276.00	1,904.00	$ 1,904.00
		SUBTOTALS	**$ 1,500.00**	**$ 4,000.00**	**$1,820.00**	**$ 750.00**	**$ 8,592.00**	**$ 2,840.00**	**NTE TOTAL**	**$ 19,502.00**

Attachment: 2-2023 AoT Annual Meeting - NYC - Estimated Travel (RES-2022-1173 : Approve Travel for

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 26841 **RESOLUTION 2022-1174** **ADOPTED**

Fire Inspector Equipment

WHEREAS, the Amherst Fire Safety Division is in need of replacing needed items, including, but not limited to investigation equipment and protective gear; and

WHEREAS, in addition to the standard fire safety duties, the Amherst Fire Safety Division also responds to various types of emergency related incidents at times causing us to stage on roadways and during the day and at night; and

WHEREAS, to increase protection for the Amherst Fire Inspectors and to provide a high level of safety, the proper equipment is necessary for the Fire Inspectors; and,

WHEREAS, cameras, wireless radio, lights, and cold weather protective gear is fiscally responsible, and provides flexibility for usage for the Fire Inspectors.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the purchase of the essential equipment from Avoidable Alarm Fund T-2999.4002.

12/12/2022
Consent

FINANCIAL IMPACT:

A cost not to exceed $11,000.00 through various Town and State Bid Specification.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 26813 **RESOLUTION 2022-1175** **ADOPTED**

New Road & Tonawanda Creek Road - All-Way Stop Intersection

WHEREAS, the intersection of Tonawanda Creek Road and New Road is an Erie County intersection currently stop-controlled in the westbound and eastbound directions along Tonawanda Creek Road; and

WHEREAS, the Town of Amherst has received a number of requests to improve the safety at the intersection of Tonawanda Creek Road and New Road; and

WHEREAS, records indicate this intersection has had thirteen (13) reported crashes in a three year period, seven (7) of which resulted in injury; and

WHEREAS, traffic counts indicate approach speeds on all legs of the intersection are greater than 40 mph; and

WHEREAS, a stop sign warrant analysis was conducted by the Town in accordance with the Manual on Uniform Traffic Control Devices and it was identified that an all-way stop is very close to meeting the minimum warrants needed to establish an all-way stop; and

WHEREAS, the Amherst Traffic Safety Board recommends this intersection be signed as an all-way stop; and

WHEREAS, Erie County Department of Public Works determines the traffic control devices at an unsignalized County intersection; and

THEREFORE BE IT RESOLVED, the Amherst Town Board is requesting Erie County establish an all-way stop at the intersection of Tonawanda Creek Road and New Road; and

THEREFORE BE IT FURTHER RESOLVED, that a certified copy of this resolution, the attached cover letter, and supporting data be provided to Erie County upon approval.

12/12/2022
Consent

FINANCIAL IMPACT:

None.

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

ALL WAY STOP SIGN WARRANTS

Day Used: 11/30/2022

Counts Taken: 11/28/2022 - 12/01/2022

Major Road **New Road** **Minor Street:** **Tonawanda Creek Road**

	Volumes				Volumes			
Count Hours	**SB**	**NB**	**Comb**	**High**	**EB**	**WB**	**Comb**	**High**
1	3	5	8		0	0	0	
2	1	2	3		0	0	0	
3	2	1	3		2	0	2	
4	5	4	9		0	1	1	
5	8	6	14		0	9	9	
6	45	38	83		4	40	44	
7	151	145	296	**296**	14	143	157	**157**
8	258	149	407	**407**	26	116	142	**142**
9	185	93	278	**278**	27	106	133	**133**
10	109	64	173		31	35	66	
11	99	134	233	**233**	25	178	203	**203**
12	79	496	575	**575**	68	50	118	**118**
13	88	312	400	**400**	151	21	172	**172**
14	94	112	206		23	22	45	
15	113	138	251		41	19	60	
16	118	236	354	**354**	56	27	83	**83**
17	132	245	377	**377**	43	29	72	**72**
18	89	188	277		26	22	48	
19	56	114	170		29	21	50	
20	42	43	85		10	8	18	
21	33	68	101		13	6	19	
22	26	44	70		11	6	17	
23	15	14	29		4	1	5	
24	11	18	29		3	2	5	
Totals	1762	2669	4431	**2920**	607	862	1469	**1080**
85th Percentile:	41 mph	45 mph			45 mph	45 mph		
Ave Vehicles during 8 hours:				**365**	Ave Vehicles during 8 hours:			**135**
Warrant:				300	Warrant:			200
Met?				YES	Met?			NO
85th Percentile > 40 mph (70%):				210	85th Percentile > 40 mph (70%):			140
Met?				**YES**	Met?			**CLOSE**

*** Tonawanda Creek Road (Minor) is currently stop controlled**

Attachment: RESOLUTION Attach New Tona Crk Rd Allway Count 20221212 (RES-2022-1175 : New Road & Tonawanda Creek Road - All-Way

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26829 A **RESOLUTION 2022-1176** **ROLL CALL VOTE (ADOPTED)**

Boulevard Central District Design and Planning (Bond Resolution - $850,000)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Boulevard Central District Design and Planning**
2022-2027 C.I.P. - Project No. E-52
Bond Resolution - $850,000

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

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

(2) Adopt the attached bond resolution authorizing the issuance of $850,000 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachments*, Agenda Item - December 12, 2022)
Daryl C. Bramer, Comptroller *(w/attachments)*
Lynda Juul, Director of Finance *(w/attachments)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments)*
Dan Howard, Director of Planning *(w/attachments)*
Jeffrey S. Burroughs, PE, Town Engineer *(w/attachments)*
*C*hristopher P. Schregel, Project Manager *(w/attachments)*

12/12/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0. A motion to approve the Bond

resolution was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - $850,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM December 6, 2022

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Determination
Boulevard Central District Design & Planning
2022-2027 C.I.P. Project E-52 – TOA Job No. 2022.016

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\Boulevard Central District Design and Planning_2022_2027_E-52_12_06_2022.docx

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

Attachment: Boulevard Central District Design and Planning_2022_2027_E-52_12_06_2022 SEQR (RES-2022-1176 : Boulevard Central District

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

December 12, 2022

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on December 12, 2022.

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

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED DECEMBER 12, 2022, AUTHORIZING THE FINANCING OF PLANNING COSTS FOR THE BOULEVARD CENTRAL DISTRICT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $850,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $850,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake the financing of planning costs for the Boulevard Central District, as described in the map, plan and report dated December 2022 and prepared by the Town Planning Department (2022-2027 Capital Improvement Program Project E-52). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $850,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $850,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $850,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Attachment: CertBondReso (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 62(2nd) of the Law, is five (5) years.

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

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

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

Attachment: CertBondReso (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

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

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

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

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

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

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

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

Attachment: CertBondReso (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

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

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on December 12, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

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

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

Attachment: MPR_E-52_BCD.Final (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

Town of Amherst
Engineering Department

Boulevard Central District Design & Planning

2022 - 2027 C.I.P. Project E-52

Town of Amherst Job No. 2022.016

Map, Plan & Report

December 2022

CONTENTS:

- Project Background
- Proposed Scope
  - Mitigation Costs
  - Boulevard Mall Master Site Plan
- Financial Summary
- Taxation Summary
- SEQR Determination
- Appendix A – mapping

Prepared by
Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221
(716) 631-7154

PROJECT BACKGROUND:

The Boulevard Central District (BCD) comprises of an approximately 1,260-acre portion of the Town of Amherst, bounded on the east and north by the Interstate 290, the West by Niagara Falls Blvd. and on the south by Sheridan Drive, as well as including properties immediately to the south of Sheridan Drive. See Figure 1.1-1 in Appendix A. The Town of Amherst, New York completed a Generic Environmental Impact Statement (GEIS) for the entire Boulevard Central District (BCD) area to prepare for anticipated redevelopment based on the Town's new mixed-use zoning districts.

The Amherst Town Board adopted the GEIS on November 12, 2019 and the Findings Statement on January 6, 2020. It now serves as a comprehensive environmental review for future redevelopment projects in the BCD, making it more efficient for new development to occur. Creating a GEIS for the BCD enables the Town's development review process to be more efficient. This allows redevelopment to occur faster and ensures that impacts are accounted for on a larger, Town-wide scale rather than just looking at impacts from an individual development. The GEIS also analyzed current and future data to outline where deficiencies/problems may occur regarding sewer, water and transportation infrastructure in relation to redevelopment.

A major result of the GEIS is the requirement that developers of new projects contribute a proportionate share of the cost of infrastructure improvements needed to offset the impacts of that development – these are called "mitigation costs." A mitigation cost schedule was established to identify and calculate funds to be collected from developers for specific infrastructure improvements such as sewer, water and transportation. This ensures that the Town is proactive and prepared should problems arise. A Local share is needed for these infrastructure improvements and as such, the Town must take action to secure its share for projects and studies within the BCD.

PROPOSED SCOPE:

Generally, the proposed scope is broken up into two components: (1) "Public Share" Mitigation Costs, and (2) Boulevard Mall Master Site Planning. This bond action will fund all costs related to the study and design of those components, as well as all other design/study projects identified in the BCD area that are consistent with the goals and objectives of the GEIS.

(1) Mitigation Costs

Mitigation costs have been developed to address certain impacts, such as traffic and sanitary sewer, to provide greater equity in the redevelopment process. Understanding the cumulative impacts of growth allows the costs of using the improved public services to be more equitably shared across all new development within the BCD. This calculation of mitigation costs also includes, as appropriate, a public share of the cost of improvements, recognizing that existing development also contributes to the impacts. This "public share" is a percentage of the overall cost of the mitigation improvements and must be accounted for by the Town.

Attachment: MPR_E-52_BCD.Final (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

To account for the mitigation "public share", the Town must track, model, scope, plan for, and design mitigation measures that have been or will be identified by redevelopment within the BCD area. Work comprises of a study and design phase that includes:

- Transportation and other infrastructure in the BCD study area
- Conceptual planning and legal advice
- Reviews, modifies, and supplements the mitigation measures identified the GEIS
- Cost estimation of mitigation projects to ensure that sufficient funds are available when the time comes for improvement
- Developing tools to continuously monitor and track development activity in the study BCD study
- Traffic studies and traffic modeling services in response to development in the BCD area
- Coordination of other utilities such as gas, electric, and cable
- Survey, geotechnical and environmental services
- Infrastructure modeling, design, and scoping
- Master site plans within the BCD area including, but not limited to, the Boulevard Mall redevelopment site, BCD Action Plan, and BCD Urban Renewable Plan
- Includes full scale construction design and contract documents of mitigation projects that have been determined to move forward

(2) Boulevard Mall Master Site Planning

The Boulevard Mall redevelopment is within the boundary of the BCD. The Town is developing a Master Site Plan to represent the Town's future vision of the site. The Master Site Plan will conform to the design standards in the Town's mixed-use zoning code, including a network of blocks and streets lined by pedestrian- friendly building frontages, and high quality public streets and open spaces. The plan will includes:

- Location of future blocks, streets, and rights-of-way, including curb cuts to existing surrounding streets
- Location of future public spaces, such as parks or plazas, including their sizes and the general type/function for each
- Location of recommended urban design features
- Location of future enhanced transit alignments on or adjacent to the site
- Conceptual future building footprint size and parking locations, as well as location of any existing buildings or structures to remain
- Identification of areas to be reserved for above ground infrastructure needs
- Location of the Town's mixed-use zoning Retrofit Districts, Frontage Types and Street Types
- Other elements the Town deems necessary

Attachment: MPR_E-52_BCD.Final (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

In order achieve the Master Site Plan for the Boulevard Mall area, the Town's design and study scope includes:

- Preliminary design and planning
- Zoning Code regulation updates
- Traffic and transportation studies
- Environmental studies
- Appraisals
- Surveys
- Engineering services for infrastructure and utility drawings
- Legal services

FINANCIAL SUMMARY:

At the March 14, 2022 Town Board meeting, the 2022-2027 Capital Improvement Program was amended by Resolution 2022-282 allocating additional funding towards E-52, "Design of Blvd Mall Core Road" to account for the Boulevard Mall Redevelopment Project. The funding is identified as a general bond with an allocation of $950,000. By Town Board Resolution 2022-2027, E-52 was amended as "Boulevard Mall: Core Road Design" and reduced to a project cost of $850,000, general bond. $100,000 in funding was re-allocated to CIP Project E-53 North Bailey Sewer Project. By CIP Amendment on December 12, 2022, a third Town Board action specific to this CIP project will rename the E-52 to a broader "Boulevard Central District Design & Planning" title that encapsulates both the Boulevard Mall project and all other projects occurring within the Boulevard Central District.

Design	$ 845,750
Legal/Administrative/Interest	$ 4,250
Total Amount to be Bonded	$ 850,000

TAXATION SUMMARY:

Total Bond Amount:	$850,000.00
Bond Term:	5 Years
Annual Tax Impacts:	$0.0178 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$3.5677 per $200,000 property

Attachment: MPR_E-52_BCD.Final (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM December 6, 2022

TO: Christopher Schregel, Project Manager
Engineering Department

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

RE: SEQR Determination
Boulevard Central District Design & Planning
2022-2027 C.I.P. Project E-52 – TOA Job No. 2022.016

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

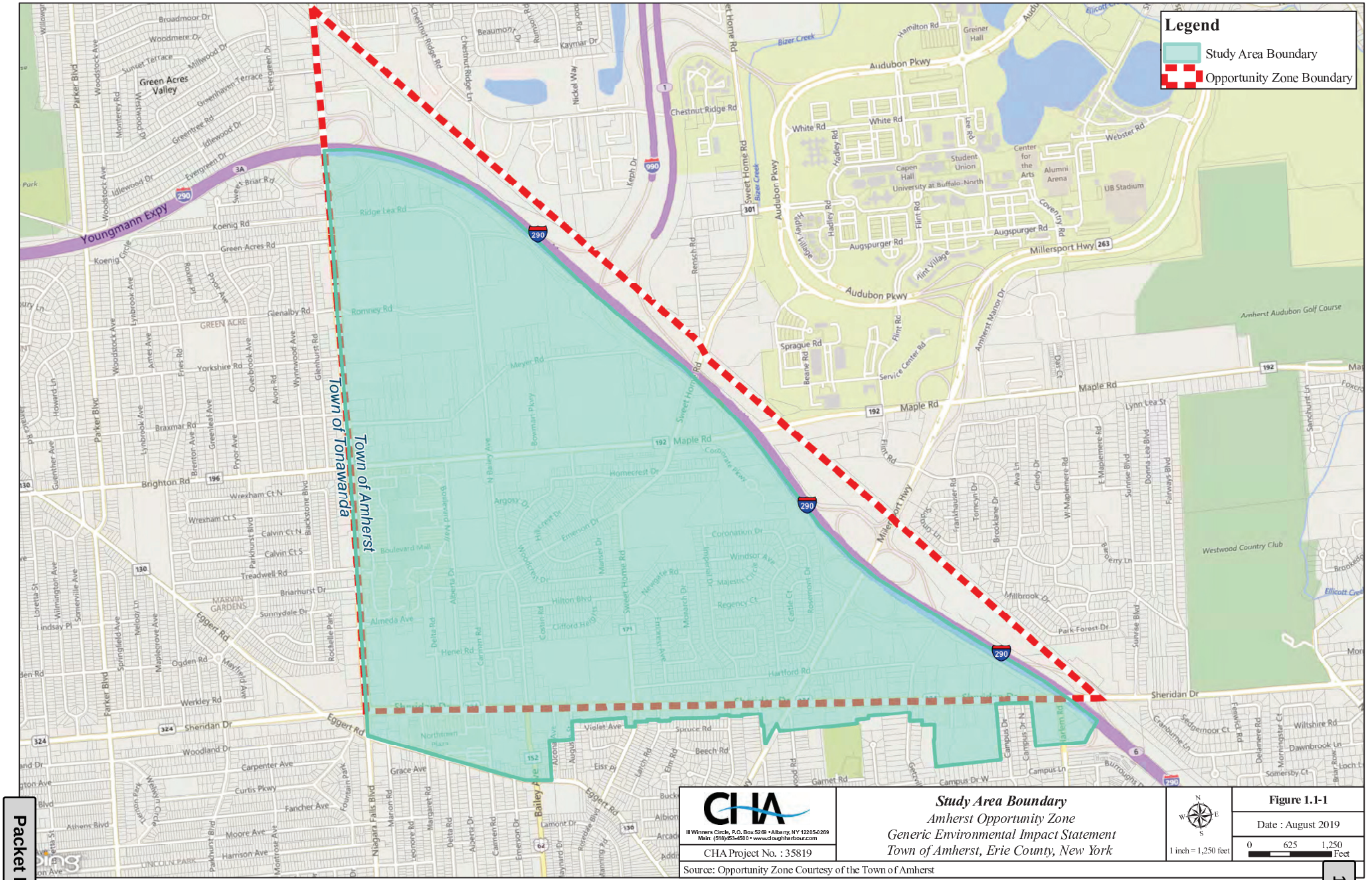
X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\Boulevard Central District Design and Planning_2022_2027_E-52_12_06_2022.docx

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

Attachment: MPR_E-52_BCD.Final (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

Attachment: MPR_E-52_BCD.Final (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

Appendix 'A'
Boulevard Central District Mapping



CHA
III Winners Circle, P.O. Box 5269 • Albany, NY 12205-0269
Main: (518)453-4500 • www.choughharbour.com

CHA Project No. : 35819

Study Area Boundary
Amherst Opportunity Zone
Generic Environmental Impact Statement
Town of Amherst, Erie County, New York

1 inch = 1,250 feet

Figure 1.1-1

Date : August 2019

0 625 1,250 Feet

Source: Opportunity Zone Courtesy of the Town of Amherst

Attachment: MPR_E-52_BCD.Final (RES-2022-1176 : Boulevard Central District Design and Planning (Bond Resolution - $850,000))

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26763 **RESOLUTION 2022-1177** **ADOPTED**

Settlement of Litigation Matter - Faruk V. TOA, Et Al.

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Settlement of Litigation Matter**
Faruk v. Town of Amherst, et al.

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

WHEREAS, the Town Board authorizes settlement of the above matter in the amount of $50,000.00, said amount representing full and final settlement; and

BE IT RESOLVED, that the Town Supervisor is authorized to execute any and all necessary documents to effectuate the settlement; and

BE IT FURTHER RESOLVED, that the Town's defense counsel is also authorized to execute any and all necessary documents to effectuate settlement.

SJS:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item : December 12, 2022**)

12/12/2022
Consent

FINANCIAL IMPACT:

P1915.4110 - $50,000

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 26855 **RESOLUTION 2022-1178** **ADOPTED**

Lawley Insurance Binder/Proposal (CRS #3770)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 6, 2022**

RE: **Lawley Insurance Proposal/Binder ($849,318.72) (CRS #3770)**
Excess A - U.S. Specialty Insurance Co. ($165,644) (CRS #3771)
Excess B - ($213,984.73) (CRS #3772)
Property - Travelers ($240,801) (CRS #3773)
Crime - Travelers ($4,584) (CRS #3774)
Excess Workers Comp. - ($141,738)(CRS #3775)
Cyber Insurance - Lawley Insurance ($82,566.99) (CRS #3776)

Kindly adopt a resolution (1) authorizing the Supervisor or the Town Attorney to bind insurance coverage in the amounts outlined above and more fully detailed in the insurance documents and (2) authorizing the Supervisor to execute all related contracts and insurance binders with respect to the specific coverages pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item - December 12, 2022**)
Lynda Juul, Director of Finance
Daryl C. Bramer, CPA, Town Comptroller

12/12/2022
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

FINANCIAL IMPACT:

Total amount of entire proposal TBD based upon receipt of final quotes and review and approval by Town Attorney and acceptance by TB. Account : P1915.4930

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 26791 **RESOLUTION 2022-1179** **ADOPTED**

Extension to Lawley Insurance Broker Agreement (CRS #3746) (CRS#1744/CMS#2008)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Lawley Insurance Broker Agreement Extension (CRS #3746) (Approved Contract CRS#1744/CMS#2008)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached extension to the above contract that was initially approved at the November 12, 2019 Town Board meeting (Resolution #2019-1232) pending successful completion of the Contract Routing System.

Thank you.

SJS:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - December 12, 2022**)

12/12/2022
Consent

FINANCIAL IMPACT:

$55,000/year paid quarterly beginning January 2022 - P1915.4090

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

CONTRACT EXTENSION

Let this document serve as a three (3) year extension of the Agreement between the Town of Amherst, New York and Lawley Service, Inc., dated November 12, 2019 (CRS#1744/CMS#2008_) under the same terms and conditions as stated in the original agreement. The extension period will run from January 1, 2023 through December 31, 2025.

Agreed to and Accepted By:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

LAWLEY SERVICE, INC.

By: _____

Printed Name: Michael R. Lawley, Principal

Date: November 22, 2022

Attachment: Contract Extension 2025 (RES-2022-1179 : Extension to Lawley Insurance Broker Agreement (CRS #3746) (CRS#1744/CMS#2008))

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26824 A **RESOLUTION 2022-1180** **ADOPTED**

Engagement Letter - Hancock Estabrook LLP (Environmental - PBS Matters) (CRS #3764)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Engagement Letter - Hancock Estabrook LLP (CRS #3764)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter with Hancock Estabrook LLP specific to legal services rendered relative to environmental work (PBS Matters) pending successful completion of the Contract Routing System (CRS).

Thank you.

SJS:NMS:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - December 12, 2022**)
Jeffrey S. Burroughs, PE, Town Engineer (*w/attachment*)

12/12/2022
Consent

FINANCIAL IMPACT:

Partners - $300.00/hr.; Associates - $250/hr.; Paralegals - $100/hr.; NTE $2,500.00 - KP2133.4971

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

HANCOCK ESTABROOK LLP

DOREEN A. SIMMONS
dsimmons@hancocklaw.com

November 29, 2022

ENGAGEMENT LETTER AND AGREEMENT

Mr. Brian Kulpa
Supervisor
Town of Amherst
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221

Stanley J. Sliwa, Esq.
Town Attorney
Town of Amherst
Amherst Municipal Building
5583 Main Street
Williamsville, New York 14221

Re: Town of Amherst Engagement Letter
Environmental – PBS Matters

Dear Supervisor Kulpa and Town Attorney Sliwa:

Thank you for retaining Hancock Estabrook, LLP to represent you in connection with the captioned matter. Please read this "Retainer Letter & Agreement" carefully since it sets forth the terms of our representation. Much of its formality is required by recently-passed New York State requirements for the retention of attorneys. If you have any questions, please feel free to contact me.

1. **Services provided**. Hancock Estabrook, LLP ("HE") will provide legal services to you. "Legal Services" as used in this Agreement will include consultation, advice, negotiations as appropriate or directed specifically by you. You have authorized us to take steps which, in our sole discretion, we deem necessary or proper to protect your interests in this matter.

2. **Fees & Costs.** You will pay us fees for legal services as provided in this Agreement. The hourly rate for Partners generally will be $300.00 and Associates, $250.00. The hourly rates for paralegals working on this matter will be $100.00. No time is charged for travel. Rates are reviewed each January and may be adjusted at that time. Other attorneys or paralegals may be given assignments relating to this matter, as appropriate and with your reasonable consent. You will be billed for our legal services in quarter-hour increments. Cost not to exceed $2,500.00. Expenses we incur in connection with your matter including, but not limited to, long-distance telephone, fax charges, telephone expenses, photocopying, postage, computerized legal research, express delivery expenses will be itemized and included on your monthly billing. Vehicle mileage expenses will be billed at $62.5 per mile. No expert witnesses or consultants may need to be advanced by you and will not be retained without your explicit permission. We will send you billings monthly. All balances billed are due within 60 days of the date of the billing statement. In the event a bill remains unpaid beyond 60 days, you agree that we may in sole discretion suspend or cease any work or services with respect to your matter until the balance is brought current.

3. **Invoices.** We will send you bills each month for the prior month's time. All balances billed are due within 30 days of the date of the billing statement. In the event a bill remains unpaid beyond 30 days, you agree that we may, in our sole discretion, suspend or cease any work or services with respect to your matter until the balance is brought current.

Attachment: HancockEstabrook.EngagementLetter.PSB-12052022123948 (RES-2022-1180 : Engagement Letter - Hancock Estabrook LLP

4. **Discharging Us.** You may discharge us at any time by written notice effective when we receive it. Unless specifically agreed otherwise, we will provide no further services and advance no further costs on your behalf after receiving the notice. If we are your attorneys of record in any proceeding, we will send you a substitution of attorney form which you agree to execute and return immediately. You will remain obligated to pay us at the agreed rates for all services provided up to the date of discharge, and to reimburse us for all costs advanced up to the date of discharge.

5. **Our Withdrawal.** If we decide there has been an irretrievable breakdown in the attorney/client relationship or a material breach of this agreement, or if a bill remains unpaid beyond 30 days, we may, if no lawsuit has yet been commenced on your behalf, withdraw from representation. If a lawsuit is pending, we may apply to the court to withdraw as your attorneys. If that happens, you will be provided with notice and an opportunity to be heard in court. If you owe any fees or expenses at the time of our withdrawal, we may, in addition to any other remedy, seek a lien on any money or property that is awarded to you in any action brought on your behalf.

6. **Fee Disputes.** In the event of a dispute involving a fee, you may have the right to elect to resolve that dispute by arbitration in Onondaga County, under Part 137 of the Rules of the Chief Administrator of the Courts and the arbitration rules promulgated by the Onondaga County Bar Association.

7. **File Retention and Destruction.** At the conclusion of this matter, we will retain your file for a period of ten (10) years. At the expiration of the ten-year period, we will destroy the file unless you notify us in writing prior to that time that you wish to take possession of it. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files. We will also provide you with an opportunity to retrieve any original materials you provided to us in connection with our representation.

Kindly sign a copy of this letter and return it to me via e-mail or regular mail. This agreement will become effective upon our receipt of a signed copy (e-mail or fax image included). Once again, thank you for retaining HANCOCK ESTABROOK, LLP.

Very truly yours,

HANCOCK ESTABROOK, LLP

Doreen A. Simmons

DAS/ks
Enclosure

APPROVED/ACCEPTED BY:

Town of Amherst

_____
Brian Kulpa, Town Supervisor

APPROVED/ACCEPTED BY:

Town of Amherst

_____
Stanley J. Sliwa, Esq., Town Attorney

{H4940902.1}

Attachment: HancockEstabrook.EngagementLetter.PSB-12052022123948 (RES-2022-1180 : Engagement Letter - Hancock Estabrook LLP

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 26819 **RESOLUTION 2022-1181** **ADOPTED AS AMENDED**

License Agreement - Northern Erie Sno-Seekers Inc. (CRS #3763)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **2022-2025 Agreement Between Northern Erie Sno-Seekers, Inc., the Town of Amherst and Buffalo Niagara Heritage Village (CRS #3673)**

Kindly adopt a resolution authorizing the Supervisor to sign the attached License Agreement pending successful completion of the Contract Routing System (CRS).

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item: December 12, 2022**)
Carrie Stiver, Director, Buffalo Niagara Heritage Village *(w/attachment)*

12/12/2022
Consent

FINANCIAL IMPACT:

Revenue - $10.00 (A0001.02770)

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

Attachment: NorthernErieSnoSeekersContract.2022-2025 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc. (CRS #3763))

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 12th day of December, 2022, by and between the **TOWN OF AMHERST**, 5583 Main Street, Williamsville, New York 14221, a New York Municipal Corporation, ("Licensor"), **BUFFALO NIAGARA HERITAGE VILLAGE**, 3755 Tonawanda Creek Road, Amherst, New York 14228 ("Co-Licensor"), and **NORTHERN ERIE SNO-SEEKERS INC.**, a New York Corporation, P.O. Box 165, Akron, New York 14031 ("Licensee").

WHEREAS, Licensor is the owner of Oakwood Golf Course, 3755 Tonawanda Creek Road, Amherst, New York, including the area identified in Exhibit A attached (License Area);

WHEREAS, Co-Licensor has a license to use the property located at 3755 Tonawanda Creek Road, Amherst, New York, including a portion of the area identified in Exhibit A attached;

WHEREAS, Licensee desires to use the License Area for a snowmobile trail;

WHEREAS, Licensor and Co-Licensor are agreeable to granting Licensee a license to use the License Area as a snowmobile trail under the following terms and conditions:

1.) Licensor and Co-Licensor grant to Licensee a license to use the License Area for a snowmobile trail in accordance with the Town of Amherst law, rules, and regulations.

2.) This license shall be for a three (3) year term, commencing on December 12, 2022 and ending on September 30, 2025.

3.) Licensee shall pay to Licensor the annual license fee of $10.00 ("License Fee") within thirty (30) days of the commencement of each contract year. Said fee shall be solely an administrative fee for the license. Said fee shall be made payable to the Town of Amherst and mailed to the Town of Amherst Comptroller's Office clearly noting the reason for the payment (License Fee - Northern Erie Sno-Seekers Inc.).

4.) Licensee shall maintain personal liability insurance covering the License Area and naming the Licensor as additional insured in amounts as Licensor shall reasonably require but in no event no less than **TWO MILLION DOLLARS** ($2,000,000.00) per event. Licensee shall within thirty (30) days of the commencement of each contract year present to Licensor proof of such coverage for the license year.

5.) Licensee shall annually stake the proposed snowmobile trail and will remove the stakes at the end of each winter season.

6.) Licensor shall not be liable for and Licensee agrees to indemnify, defend and forever hold harmless Licensor, its agents, servants, and employees from and against

claims, damages, costs (including, but not limited to Court costs and attorneys fees) resulting from injury or damage to Licensee, its agents, servants, and employees or any other persons claiming through each Licensee, unless such liabilities shall result solely from an act or omission of the Licensor, its agents, servants, or employees.

7.) Licensee shall be responsible for obtaining and maintaining all other required permits for the uses intended.

8.) Upon termination of this License Agreement and at the request of the Licensor, the Licensee shall remove any stakes and restore the property to its original earth grade condition.

9.) This license shall be for the use and benefit of the Licensee, its members, successors, and assigns.

LICENSOR:

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

By: _____
Brian J. Kulpa, Supervisor

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

On the ____ day of December, 2022, before me personally appeared **Brian J. Kulpa**, who being by me duly sworn, did depose and say that he resides in the Town of Amherst, New York, that he is the Supervisor of the Town of Amherst, New York, the corporation described herein and which executed the foregoing instrument, that he knows the seal of the said corporation, that it was so affixed by order of the Town Board and that he signed his name thereto by like order.

_____
Notary Public

Attachment: NorthernErieSnoSeekersContract.2022-2025 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc. (CRS #3763))

CO-LICENSOR:

BUFFALO NIAGARA HERITAGE VILLAGE
3755 Tonawanda Creek Road
Amherst, New York 14228

By: _____
Carrie Stiver, Executive Director

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

On the _____ day of _____, 2022, before me personally appeared **Carrie Stiver**, who being by me duly sworn, did depose and say that he resides in the State of New York, County of Erie; that he is the **Executive Director** of the **Buffalo Niagara Heritage Village**, the corporation described herein and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

_____
Notary Public

LICENSEE:

NORTHERN ERIE SNO-SEEKERS, INC.
P.O. Box 167
Akron, New York 14031
(716) 741-6377

By: _____
Print Name/Title

_____
Signature

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

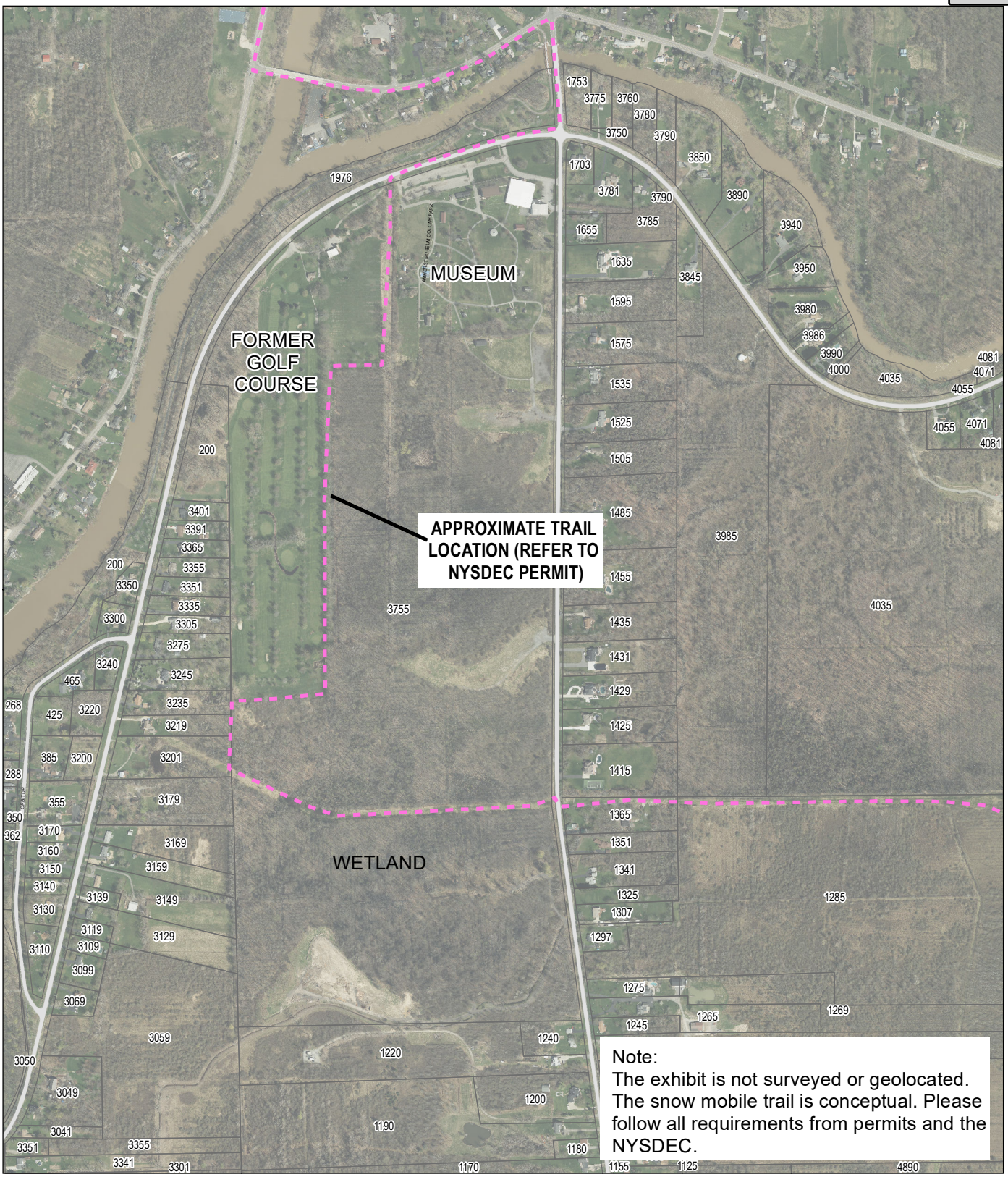
On the _____ day of _____, 2022, before me personally appeared _____, who being by me duly sworn, did depose and say that she resides in the State of New York, County of Erie; that she is the _____ of the **Northern Erie Sno-Seekers, Inc.**, the corporation described herein and which executed the above instrument; that she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that she signed her name thereto by like authority.

_____
Notary Public

Attachment: NorthernErieSnoSeekersContract.2022-2025 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc. (CRS #3763))

Exhibit “A”

Attachment: ExhibitACoverSheet (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc. (CRS #3763))



Snow Mobile Trail (C4B)
Parcel ID: 4.00-1-1
Address: 3755 Tonawanda Creek Road-
Owner: Town of Amherst
Size: 223 Acres
Wetlands: Federal and State
Zoning: CF / RC
Date: December 2022

Prepared by the Town of Amherst Planning Department

Legend

Parcels

Snow Mobile Trail (Approx.)

Feet

0 375 750 1,500

N

Attachment: Snow Mobile Trail_3755 Tonawanda Creek Road (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc. (CRS

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

SENT VIA EMAIL

November 22, 2022

Richard McNamara
Northern Erie Sno-Seekers, Inc
PO Box 167
Akron, New York 14001

Dear Applicant:

PERMIT TRANSMITTAL LETTER
Sno Seekers Snowmobile Trail
DEC NO. 9-1422-00459/00004
Town of Amherst, Erie County

Enclosed is your permit which was issued in accordance with applicable provisions of the Environmental Conservation Law. The permit is valid for only that project, activity or operation expressly authorized.

The DEC permit number and Program ID number, if applicable, should be retained for your records and should be referenced on all future correspondence and applications related to the permit. If modifications are desired after permit issuance, you must submit the proposed revisions and receive written approval from the Permit Administrator prior to initiating any change. If the Department determines that the modification represents a material change in the scope of the authorized project, activity, operation or permit conditions, you will be required to submit a new application for permit.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address.

Please review all permit conditions carefully. In particular, identify your initial responsibilities under this permit in order to assure timely action if required. Since failure to comply precisely with permit conditions may be treated as a violation of the environmental conservation law, you are requested to provide a copy of the permit to the project contractor, facility operator, and other persons directly responsible for permit implementation (if any).

NEW YORK STATE OF OPPORTUNITY | Department of Environmental Conservation

Attachment: NYSDECPermit.NorthernErieSnoSeekers-12052022130650 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc.

If you have any questions about this permit or its special conditions, please contact me at lisa.czechowicz@dec.ny.gov or at 716/851-7156.

Respectfully,
Lisa M. Czechowicz
Deputy Regional Permit Administrator

cmn

Ecc: Capt. Joshua VerHague, Division of Law Enforcement, R9
Chuck Rosenburg, Bureau of Ecosystem Health, R9
Stanley J. Sliwa, Esq., Town Attorney, Town of Amherst

Attachment: NYSDECPermit.NorthernErieSnoSeekers-12052022130650 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 9-1422-00459

PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
NORTHERN ERIE SNO SEEKERS INC
PO BOX 167
AKRON, NY 14001-0167
(716) 741-6377

Facility:
SNO SEEKERS SNOWMOBILE TRAIL
3755 TONAWANDA CREEK RD
AMHERST, NY 14221

Facility Location: in AMHERST in ERIE COUNTY
Facility Principal Reference Point: NYTM-E: 196.046 NYTM-N: 4776.375
Latitude: 43°04'45.0" Longitude: 78°44'01.4"
Authorized Activity: Use of snowmobile trail approximately 2,000 feet long through NYS Freshwater Wetland CC-12 and its 100 foot regulated Adjacent Area on Town of Amherst property on Tonawanda Creek Road. The trail will be staked from November 1 to April 15 of each year.

Permit Authorizations

Freshwater Wetlands - Under Article 24
Permit ID 9-1422-00459/00004
New Permit Effective Date: 11/22/2022 Expiration Date: 11/21/2027

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: LISA M CZECHOWICZ, Deputy Regional Permit Administrator
Address: NYSDEC Region 9 Headquarters
700 Delaware Ave
Buffalo, NY 14209

Authorized Signature: Lisa M. Czechowicz Date 11/22/2022

Distribution List

Law Enforcement
CHARLES P ROSENBURG
TOWN OF AMHERST

Attachment: NYSDECPermit.NorthernErieSnoSeekers-12052022130650 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc.

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Town of Amherst Planning Department, submitted February 14, 2007.

2. **Notice of Intent to Commence Work** The permittee shall file with the Regional Permit Administrator, a Notice of Intent to Commence Work at least 48 hours in advance of the time of commencement and shall also notify the Regional Permit Administrator of completion of work.

3. **Permit Authorization** Prior to commencing project work, the permittee or his contractor is advised to obtain any permit or approval that may be required from the U.S. Department of Army, Corps of Engineers: Buffalo District, Regulatory Branch, 1776 Niagara StreetBuffalo, New York 14207, (716) 879-4330.

4. **Trail Staking Periods** The trail shall be staked from approximately November 1 to April 15 of each year.

5. **Disposal of Material** All debris incident to the project authorized by this permit shall be removed promptly from the work site and be disposed of properly in accordance with applicable state and local laws.

6. **Renewal of Permit** The Department, in its sole discretion, may waive the requirements for timely submission of renewal applications (General Condition Number 4) when deemed appropriate by the Regional Permit Administrator.

7. **State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

Attachment: NYSDECPermit.NorthernErieSnoSeekers-12052022130650 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc.

8. **State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

9. **State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

10. **Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. **Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

Attachment: NYSDECPermit.NorthernErieSnoSeekers-12052022130650 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc.

3. **Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 9 Headquarters
700 Delaware Ave
Buffalo, NY14209

4. **Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands.

5. **Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

a. materially false or inaccurate statements in the permit application or supporting papers;

b. failure by the permittee to comply with any terms or conditions of the permit;

c. exceeding the scope of the project as described in the permit application;

d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;

e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

Attachment: NYSDECPermit.NorthernErieSnoSeekers-12052022130650 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification
The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit
The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights
This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Attachment: NYSDECPermit.NorthernErieSnoSeekers-12052022130650 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc.

NEWYORK-03 MTENNARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2022

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).

Quantum Insurance Services LLC
88 E. Main Street
Suite 511
Mendham, NJ 07945

CONTACT NAME: Michelle Tennard
PHONE (A/C, No, Ext): (973) 813-3369 FAX (A/C, No): (973) 813-3242
E-MAIL ADDRESS: michelle@quantuminsurancenj.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New York State Snowmobile Association
PO Box 740
Central Square, NY 13036
Club: Northern Erie Sno Seekers, Inc

COVERAGES CERTIFICATE NUMBER: 22-23 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		KEO0009081100	4/22/2022	4/22/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ EXCLUDED
				CLUB			PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ UNLIMITED
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO							
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			KKO0009081200	4/22/2022	4/22/2023	BODILY INJURY (Per accident)	$
	X SYMBOL 10						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED, WITH RESPECT TO GENERAL LIABILITY COVERAGE, FOR OPERATIONS OF THE NAMED NYSSA CLUB ON THE CERTIFICATE HOLDER'S PREMISES.

Certificate holders an additional insured

CERTIFICATE HOLDER

DISTRICT: Erie TAX MAP ID:
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: COINorthernErieSnoSeekers-12052022130711 (RES-2022-1181 : License Agreement - Northern Erie Sno-Seekers Inc. (CRS #3763))

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 26860 **RESOLUTION 2022-1182** **ADOPTED**

Consulting Agreement with Stanley J. Sliwa (CRS #3777)

AGENDA ITEM : DECEMBER 12TH, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Consulting Agreement Between The Town of Amherst and Stanley J. Sliwa, Esq. (CRS #3777)**
1.1.2023-12.31.2024

Kindly adopt a resolution authorizing the Supervisor to execute the attached Consulting Agreement with Stanley J. Sliwa, Esq. at a cost not to exceed $20,000 per calendar year pending successful completion of the Contract Routing System (CRS).

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (**Agenda Item - December 12, 2022**) *(w/attachments)*

12/12/2022
Consent

FINANCIAL IMPACT:

$150/hour at a cost NTE $20,000 per calendar year (2023/2024) - A1420.4090

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

AGREEMENT FOR CONSULTING SERVICES

This Agreement made this 12th day of December 2022, by and between the Town of Amherst, County of Erie, State of New York with offices located at 5583 Main Street, Williamsville, New York 14221 (Town) and Stanley J. Sliwa Esq. (Sliwa) 166 Cranburne Lane, Williamsville New York 14221.

1) **Scope of Services.**

Sliwa shall provide legal services to the Town of Amherst, including but not limited to the Town of Amherst Attorney's Office, and shall perform designated legal work as specified by this Agreement in accordance with New York State Law. These services will be primarily devoted to assisting the Town Attorney's Office on legal issues as they arise.

2) **Term of Services to be provided.**

Services will be provided by Sliwa from January 1, 2023 until December 31, 2024, unless this Agreement is extended in writing. All legal services provided shall be provided only as requested by the Town Attorney. In performing these services, Sliwa shall comply with the Handling Guidelines applicable to outside counsel in effect during this Agreement.

3) **Ownership or Records.**

All data, note cards, notes, drawings, specifications, and other documents, including those in electronic form, prepared by Sliwa shall be deemed the property of the Town and Sliwa shall not be considered the owner of any such materials, nor shall he retain any common law statutory right therein, including copyright, patent or trademark rights.

Attachment: AGREEMENT FOR CONSULTING SERVICES SJS FINAL 12.6.2022 (RES-2022-1182 : Consulting Agreement with Stanley J. Sliwa

4) **Access to Law Department Files.**

During the duration of this Agreement, Sliwa shall be granted access to the such files and databases as mutually agreed upon by Sliwa and the Town Attorney which shall downloaded to a Town owned laptop, as well as access to the electronic legal research database used by the Town Attorney's Office. Sliwa shall backup such files and databases using equipment provided by the Town and as indicated by its Department of Information Technology. Sliwa may request access to additional files which shall be reviewed by the Town Attorney and if determined necessary shall be provided to Sliwa through the Town's file exchange program for Sliwa to download to the laptop. All Town owned equipment and data provided to Sliwa shall be returned to the Town promptly and no later than five (5) business days from the termination of this Agreement.

5) **Termination.**

Either party may terminate this Agreement, only for cause, cause being defined as default of the other party of the terms of this Agreement, upon ten (10) days written notice to the other party of alleged default, or upon the death or incapacity of Sliwa. If the party so notified fails to cure such default within ten (10) days from receipt of such notice, this Agreement shall be terminated. Upon termination by either party, both Sliwa and the Town shall act in good faith with each other to cooperate in the orderly transfer of records.

Attachment: AGREEMENT FOR CONSULTING SERVICES SJS FINAL 12.6.2022 (RES-2022-1182 : Consulting Agreement with Stanley J. Sliwa

6) **Reimbursement of Expenses.**

The Town shall reimburse Sliwa for any and all reasonable expenses he incurs in performing this Agreement as defined as reimbursable expenses in the outside Billing Guidelines in place for outside counsel. Such expenses will be billed by Sliwa in the invoices he provides to the Town.

7) **Compensation.**

Sliwa agrees to be paid $150 an hour for services rendered under this Agreement and the Town agrees to pay this amount. An invoice will be e-mailed by Sliwa to the Town Attorney's Office on or about the first business day of each month reflecting the work performed in the prior month. Payment is due thirty (30) days from the date the invoice is submitted. The invoice must conform to the Billing Guidelines in effect for outside counsel in effect during this Agreement. The amount payable to Sliwa shall not exceed $20,000.00 per calendar year.

8) **Indemnification.**

To the fullest extent permitted by law, Sliwa shall indemnify, defend, and hold the Town harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon him or the Town, its officers, agents, and/or employees, arising out of his work under this Agreement.

9) **Health Insurance**

` The Town agrees to provide fully paid Medicare Advantage (Medicare supplemental coverage) currently offered through Independent Health,

Attachment: AGREEMENT FOR CONSULTING SERVICES SJS FINAL 12.6.2022 (RES-2022-1182 : Consulting Agreement with Stanley J. Sliwa

or a similar provider, as offered to eligible retirees and employees, for Sliwa and his spouse. This will also include any prescription services that are offered to eligible retirees and employees, and the Town administered dental and vision insurance plans for him and his spouse. Such coverage shall remain in effect commencing on the first day of the month following Sliwa's effective date of retirement for a period of twenty (24) consecutive months. During this period of coverage, the Town agrees to reimburse Sliwa and his spouse for any and all Medicare Part B premiums which are incurred directly by them or are deducted from their Social Security benefits after receiving a copy of their statements that list the Medicare Part B premiums paid and/or deductions made. In the event of death of the retiree, medical insurance and all other coverage shall extend to the surviving spouse for the remainder of the twenty-four (24) month period. The coverage referenced herein shall apply exclusively to Sliwa and his spouse and shall not be transferable to any other parties. The circumstances involving this section are unique, and therefore, this section shall have no binding or precedential effect on any future matters.

10) **No Assignment**

In accordance with the provisions of Section 109 of the General Municipal Law, the Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its

Attachment: AGREEMENT FOR CONSULTING SERVICES SJS FINAL 12.6.2022 (RES-2022-1182 : Consulting Agreement with Stanley J. Sliwa

power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

11) The Consultant, in accordance with his status as an independent Consultant, covenants and agrees that he will conduct himself consistent with such status. Sliwa will neither hold himself 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.

12) 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.

13) 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

Attachment: AGREEMENT FOR CONSULTING SERVICES SJS FINAL 12.6.2022 (RES-2022-1182 : Consulting Agreement with Stanley J. Sliwa

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.

14) **Authority for execution on behalf of Town**

The Supervisor for the Town of Amherst has executed this Agreement pursuant to a Resolution adopted by the Amherst Town Board at a meeting thereof held on December 12, 2022. Brian J. Kulpa, the Town 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.

_____
Stanley J. Sliwa

_____
Brian J. Kulpa
Town Supervisor
Town of Amherst

Attachment: AGREEMENT FOR CONSULTING SERVICES SJS FINAL 12.6.2022 (RES-2022-1182 : Consulting Agreement with Stanley J. Sliwa

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26827 **RESOLUTION 2022-1183** **ADOPTED**

Settlement of Article 7 - 5501 Williamsville Associates, LLC

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Settlement of Article 7 Matter**
5501 Williamsville Associates, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 12, 2022**)
Emily Murphy, Town Assessor

12/12/2022
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

PRESENT: HON. EMILIO COLAIACOVO, J.S.C
STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

5501 WILLIAMSVILLE ASSOCOCIATES, LLC,

Petitioner,

v.

CONSENT ORDER

Index No.: 807997/2022

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as:

Address	Section/Block/Lot
5487 Main Street	80.08-3-5

having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, and the Attorney for Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for the imposition of ad valorem taxes assessed by the Town of Amherst, the Williamsville CSD, and the County of Erie, it is hereby

Attachment: 5501 order ScannedDocument (RES-2022-1183 : Settlement of Article 7 - 5501 Williamsville Associates, LLC)

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2022-2023, 2023-2024 and 2024-2025 for the premises be set as follows:

Address	Section/Block/Lot	Assessed Value
5487 Main Street	80.08-3-5	$1,554,000

, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years

, and it is further

ORDERED, STIPULATED, AND ADJUDGED that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

ORDERED, STIPULATED, AND ADJUDGED that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Williamsville CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of

Attachment: 5501 order ScannedDocument (RES-2022-1183 : Settlement of Article 7 - 5501 Williamsville Associates, LLC)

taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45 days by official check payable to the order of Wolfgang & Weinmann, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such attorneys to hold the proceeds as trust funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 90 days of receipt of said corrected bills, with interest and/or penalties beginning to accrue on the new corrected balance after 45 days, any school refund due from the 2022 tax year is waived, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

ORDERED, STIPULATED, AND ADJUDGED that Petitioner shall have the right to seek specific enforcement of this Order, Stipulation and Judgment by all means provided by law, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the

Attachment: 5501 order ScannedDocument (RES-2022-1183 : Settlement of Article 7 - 5501 Williamsville Associates, LLC)

parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements awarded to, by or against any party, and upon compliance with the terms of this Order, Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

_____
Hon. Emilio Colaiacovo, J.S.C.

DATED:

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER

By: _____
Marcus R. Catlin, Esq.
Attorney for Petitioner

Date: _____

FOR PETITIONER

By: _____
Michael Myszka
As Agent

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR INTERVENOR
Williamsville CSD

By: _____
Michael Risman, Esq.
Attorney for Intervenor

Date: 11/17/22

Attachment: 5501 order ScannedDocument (RES-2022-1183 : Settlement of Article 7 - 5501 Williamsville Associates, LLC)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26853 **RESOLUTION 2022-1184** **ADOPTED**

Settlement of Article 7 Matter - KeyBank National Association V. TOA

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Settlement of Article 7 Matter**
KeyBank National Association v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 12, 2022**)
Emily Murphy, Town Assessor

12/12/2022
Consent

FINANCIAL IMPACT:

Assessment

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

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

In the Matter of the Application of

KeyBank National Association,

Petitioner,

vs.

Town of Amherst Board of Assessment Review,
the Assessor of the Town of Amherst, and
the Town of Amherst, Erie County, New York,

Respondents.

For review of a Tax Assessment under Article 7
of the Real Property Tax Law.

STIPULATION AND CONSENT ORDER

Index No.: 808301/2022

Tax Year: 2022

Judge: Hon. Raymond Walter

Property Description:

Property	Tax ID Number	
4467 Main St	80.05-5-1	
3050 Niagara Falls Blvd	26.03-1-39.2	
8550 Transit Rd	57.09-1-9.1	
Tax Year	**Taxable Status Date**	**Index Numbers**
2022	March 1, 2022	808301/2022

WHEREAS, tax certiorari proceedings were commenced by the above-named petitioner ("Petitioner") for the above described property ("Property") located in the Town of Amherst ("Respondent") to recover overpaid real property taxes paid for the tax year relating to the taxable status dates set forth herein (hereinafter "Tax Year") and said proceedings are now pending ("Pending Proceedings"), and;

WHEREAS, negotiations for settlement were entered into regarding said proceedings; and

WHEREAS, the Sweet Home Central School District and the Williamsville Central School District intervened in the Pending Proceedings; and

Attachment: KeyBank v. Amherst; Stipulation and Consent Order (RES-2022-1184 : Settlement of Article 7 Matter - KeyBank National

NOW, THEREFORE, it is hereby stipulated, consented, and agreed by and between the attorneys and the respective parties that the above-captioned Pending Proceedings shall be settled and that an Order and Judgment to that effect may be entered without further notice to either party on the following terms:

1. The Pending Proceedings shall be settled by changing the prior assessment ("Prior Assessment") to the revised assessment for the Tax Year(s) set forth below ("Revised Assessment"):

Property Address	4467 Main St		
Tax ID Number	80.05-5-1		
Tax Year	Taxable Status Date	Prior Assessment	Revised Assessment
2022	March 1, 2022	$1,100,000	$817,333

Property Address	3050 Niagara Falls Blvd		
Tax ID Number	26.03-1-39.2		
Tax Year	Taxable Status Date	Prior Assessment	Revised Assessment
2022	March 1, 2022	$1,410,000	$1,110,000

Property Address	8550 Transit Rd		
Tax ID Number	57.09-1-9.1		
Tax Year	Taxable Status Date	Prior Assessment	Revised Assessment
2022	March 1, 2022	$1,090,000	$870,000

The full value used to determine the Revised Assessment is as follows:

Property Address	4467 Main St		
Tax ID Number	80.05-5-1		
Tax Year	Equalization Rate	Prior Assessment at Full Value	Revised Assessment at Full Value
2022	74%	$1,486,486	$1,104,505

Attachment: KeyBank v. Amherst; Stipulation and Consent Order (RES-2022-1184 : Settlement of Article 7 Matter - KeyBank National

Property Address	3050 Niagara Falls Blvd		
Tax ID Number	26.03-1-39.2		
Tax Year	Equalization Rate	Prior Assessment at Full Value	Revised Assessment at Full Value
2022	74%	$1,905,405	$1,500,000

Property Address	8550 Transit Rd		
Tax ID Number	57.09-1-9.1		
Tax Year	Equalization Rate	Prior Assessment at Full Value	Revised Assessment at Full Value
2022	74%	$1,472,973	$1,175,676

Refunds of taxes, interest and costs are waived for the 2022 Tax Year in consideration for the future year reductions set forth herein.

2. The parties agree that all Pending Proceedings shall be discontinued and the final assessment of the Property shall be set at the Revised Assessment for the 2022 Tax Year ("Moratorium Assessment") and for a period of three (3) tax years following the close of the rolls for the 2022 Tax Year (i.e., affecting the succeeding 2023, 2024, and 2025 Final Tax Assessment Rolls) (hereinafter the "Moratorium Period") subject to the terms agreed to herein. In the event the assessment on the tentative or final tax assessment roll filed for any Tax Year during the Moratorium Period exceeds the Moratorium Assessment, Petitioner shall also be entitled to commence additional proceedings to enforce the provisions of this agreement including challenging those assessments.

3. The parties agree that the provision of RPTL §727 shall also apply to this settlement agreement subject to the provisions herein. Notwithstanding the foregoing, the parties agree that the Assessor may change the assessment, and the Petitioner may challenge the assessment, either after expiration of the Moratorium Period, or for any tax year after any of the events set forth in RPTL §727(2) (c), (d), (e), (f), (g), (h) and (i) shall occur, except as set forth below.

Attachment: KeyBank v. Amherst; Stipulation and Consent Order (RES-2022-1184 : Settlement of Article 7 Matter - KeyBank National

The parties agree that the exceptions in RPTL §727(2) (a) and (b) shall not apply to this settlement agreement. In the event the municipality completes a revaluation or update of all real property on the assessment roll for any tax year during the Moratorium Period, the new assessment for such year shall be the Revised Full Value Assessment for the 2022 Tax Year multiplied by the applicable state equalization rate for that year.

The parties agree that the Assessor may change the assessment, and the Petitioner may challenge the assessment if the property is no longer used as a bank branch on or after the taxable status date of any tax year.

4. The discontinuance of all Pending Proceedings shall be contingent upon the assessment of the Property being set at the Revised Assessment for all Tax Years affected by this stipulation subject to changes permitted hereunder.

5. Counsel for the Petitioner herein represents that the approvals for this settlement have been obtained from the Petitioner herein.

6. Counsel for the Respondent herein represents that approvals required for this settlement have been obtained from any and all necessary parties and entities for the Respondent Town of Amherst.

7. Counsel for the Intervenor-Respondents herein represents that approvals required for this settlement have been obtained from all necessary parties for the Intervenor-Respondents.

This Stipulation and Consent Order shall be governed by the provisions of Section 727 of the Real Property Tax Law, except as otherwise provided for herein. The parties hereto shall have the right to seek specific performance in these proceedings of any of the terms and provisions herein. The Petitioner shall have the right to reinstate and restore these proceedings and commence new proceedings seeking any relief provided for herein, and for any subsequent Tax Year affected by this Stipulation and Consent Order, to the extent that the Respondents do not comply with any of the

Attachment: KeyBank v. Amherst; Stipulation and Consent Order (RES-2022-1184 : Settlement of Article 7 Matter - KeyBank National

terms and provisions herein. In the event Respondents do not comply with the terms and provisions herein and Petitioner attempts to reinstate and restore the Pending Proceedings or commence a new proceeding seeking the same relief, Respondents waive any applicable statute of limitations, and the provisions of RPTL §718 regarding abandonment shall not apply.

Petitioner:

Dated: 12-7-2022

Robert L. Jacobson, Esq.
Attorney for Petitioner
KEYBANK NATIONAL ASSOCIATION
Jacobson Law Firm, P.C.
1080 Pittsford-Victor Road, Suite 304
Pittsford, New York 14534
Telephone: (585) 218-6290

Respondents:

Dated: _____

Samuel A. Alba, Esq.
Attorney for Respondent
TOWN OF AMHERST
Senior Deputy Attorney
Town of Amherst
5583 Main Street
Williamsville, NY 14221
Telephone: (716) 631-7030

Dated: _____

Henry A. Zomerfeld, Esq.
Attorney for Intervenor-Respondent
AMHERST CENTRAL SCHOOL DISTRICT
Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, NY 14202-4040
Telephone: (716) 848-1370

Attachment: KeyBank v. Amherst; Stipulation and Consent Order (RES-2022-1184 : Settlement of Article 7 Matter - KeyBank National

Dated: 12-6-2022

John K. Rottaris, Esq.
Attorney for Intervenor-Respondent
SWEET HOME CENTRAL SCHOOL DISTRICT
Gross Shuman P.C.
465 Main Street, Suite 600
Buffalo, NY 14203
Telephone: (716) 854-4300

Dated: 12/6/2022

Michael B. Risman, Esq.
Attorney for Intervenor-Respondent
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT
Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, NY 14202
Telephone: (716) 848-1291

Upon reading and filing the annexed stipulation ("Settlement Stipulation"), it is hereby

ORDERED, ADJUDGED, AND DETERMINED, that the Settlement Stipulation of the parties be, and the same hereby is, determined to be reasonable, just and in the best interests of the parties herein, and the same be and is approved; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that the parties shall and hereby are directed to comply with the terms and conditions of said Settlement Stipulation; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that in the event that the Town of Amherst fails to set the assessment of the Property as provided for in the Settlement Stipulation for any Tax Year during the Moratorium Period, the proceedings herein, upon Petitioner's application, shall be restored to the Court's calendar, and the Petitioner shall have the right to enforce the terms of the Settlement Stipulation and this Court shall retain jurisdiction with respect to same; and it is further,

Attachment: KeyBank v. Amherst; Stipulation and Consent Order (RES-2022-1184 : Settlement of Article 7 Matter - KeyBank National

ORDERED, ADJUDGED, AND DETERMINED, that the real property tax assessment for the Property located in the Town of Amherst be revised as follows:

Property Address	4467 Main St		
Tax ID Number	80.05-5-1		
Tax Year	Taxable Status Date	Prior Assessment	Revised Assessment
2022	March 1, 2022	$1,100,000	$817,333

Property Address	3050 Niagara Falls Blvd		
Tax ID Number	26.03-1-39.2		
Tax Year	Taxable Status Date	Prior Assessment	Revised Assessment
2022	March 1, 2022	$1,410,000	$1,110,000

Property Address	8550 Transit Rd		
Tax ID Number	57.09-1-9.1		
Tax Year	Taxable Status Date	Prior Assessment	Revised Assessment
2022	March 1, 2022	$1,090,000	$870,000

and that the tax assessment rolls for said year shall be so modified; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that the Assessor of the Town of Amherst shall make or cause to be made upon the proper books and records and on the tax assessment rolls of said Town, the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that there shall be no payment of refunds to the Petitioner for taxes that would not have been paid based upon the 2022 Tax Year, nor shall there be payment of any costs, disbursements or interest except as otherwise provided for herein; and it is further,

Attachment: KeyBank v. Amherst; Stipulation and Consent Order (RES-2022-1184 : Settlement of Article 7 Matter - KeyBank National

ORDERED, ADJUDGED, AND DETERMINED, that any parties and attorneys signing this Stipulation and Consent Order, by doing so, represent that they have necessary authority to do so, that said party has duly agreed to this settlement, taken the necessary action to do so and are the duly authorized and empowered persons to do so; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that these proceedings are hereby discontinued subject to and provided the Respondents comply with all the terms and conditions of this Stipulation and Consent Order; and it is further,

ORDERED, ADJUDGED, AND DETERMINED, that these proceedings shall be governed by §727 of the Real Property Tax Law of the State of New York regarding to changes in assessment following litigation, subject to the terms of the parties' stipulation above, for a period of three (3) years following the 2022 Tax Year (i.e., affecting the 2023, 2024, and 2025 Tax Years), where 2023 shall be considered the first year so affected. The parties hereto shall have the right to seek specific performance in these proceedings of any of the terms and provisions herein. The provisions of §718 of the Real Property Tax Law of the State of New York shall not apply to the terms of this Stipulation and Consent Order.

DATED: _____

Buffalo, New York

_____

Hon. Raymond Walter
Supreme Court Justice

KEY01-Amherst-2022

Attachment: KeyBank v. Amherst; Stipulation and Consent Order (RES-2022-1184 : Settlement of Article 7 Matter - KeyBank National

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26851 **RESOLUTION 2022-1185** **ADOPTED**

Settlement of Article 7 Matter - KIN Inc. - Wegmans Food Markets V. TOA

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Settlement of Article 7 Matter**
KIN Inc. - Wegmans Food Markets, Inc. v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 12, 2022**)
Emily Murphy, Town Assessor

12/12/2022
Consent

FINANCIAL IMPACT:

Assessment

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

File No. 0042-0052T

At a Special Condemnation and Tax Certiorari Term of the Supreme Court of the State of New York, held in and for the County Of Erie, Buffalo, New York, on the day of , 2022.

PRESENT:

HON. JOHN B. LICATA,
J.S.C.

In the Matter of

CONSENT ORDER & JUDGMENT

KIN INC. – WEGMANS FOOD MARKETS INC.,

Petitioner,

Index No.	Tax Year
807695/22	2022/23

-against-

THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE TOWN OF AMHERST AND THE BOARD OF ASSESSEMT REVIEW,

Tax Map No.: 26.03-2-4.1/A

Respondents,

And

SWEET HOME CENTRAL SCHOOL DISTRICT,

Respondent-Intervenor.

Petitioner having commenced the above-captioned proceeding pursuant to Article 7 of the Real Property Tax Law to review the assessment on certain real property located at 3115 Niagara Falls Boulevard, Town of Amherst, and State of New York for the tax year of 2022/23, and the Petitioner having appeared by WARREN M. DUBITSKY, ESQ., of HERMAN

Attachment: KIN Inc - Wegmans Food Markets Inc. COJ (RES-2022-1185 : Settlement of Article 7 Matter - KIN Inc. - Wegmans Food Markets V.

KATZ CANGEMI WILKES & CLYNE, LLC, the respondents having appeared by SAMUEL A. ALBA, ESQ. Attorney for the Town of Amherst and the respondent-intervenor SWEET HOME CENTRAL SCHOOL DISTRICT having appeared by JOHN K. ROTTARIS, ESQ., of GROSS SHUMAN, P.C., and the parties having made their settlement agreement, it is hereby

ORDERED, that the assessments on the above-referenced property, have been and shall remain for the tax year as follows:

TAX YEAR	ORIGINAL ASSESSMENT	REDUCTION	FINAL TOTAL ASSESSMENT
2022/23	$6,080,000	$1,344,000	$4,736,000

and so confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the petitioner has agreed to waive all refunds for the 2022/23 tax year providing that the equalized full market value for the 2023/24 through 2025/26 tax years shall be set at a value of $6,400,000. If the equalized full market value for 2023/24 through 2025/26 is in accordance with this agreement, then the parties have also agreed that no petition will be filed for the 2023/24 through 2025/26 tax years, and it is further,

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further,

ORDERED, that the provisions of Section 727 of Real Property Tax Law shall apply to this order, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the 2022/23 tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-

Attachment: KIN Inc - Wegmans Food Markets Inc. COJ (RES-2022-1185 : Settlement of Article 7 Matter - KIN Inc. - Wegmans Food Markets V.

entitled proceedings be and the same are settled and discontinued.

ENTER,

JOHN B. LICATA, J.S.C.

SIGNING AND ENTRY OF THE WITHIN ORDER IS HEREBY CONSENTED TO:

Attorneys for Respondent
TOWN OF AMHERST

BY: SAMUEL A. ALBA, ESQ.
Senior Deputy Attorney
5583 Main Street
Amherst, NY 14221
(716) 631-7030

HERMAN KATZ CANGEMI WILKES & CLYNE, LLP
Attorneys for Petitioner

BY: WARREN M. DUBITSKY, ESQ.
538 Broadhollow Road, Suite 307
Melville, New York 11747
(631) 501-5011

GROSS SHUMAN, P.C.
Attorneys for Sweet Home Central School District

BY: JOHN K. ROTTARIS, ESQ.
465 Main, Suite 600
Buffalo, NY 14203
(716) 854-4300

{00312910 }

Attachment: KIN Inc - Wegmans Food Markets Inc. COJ (RES-2022-1185 : Settlement of Article 7 Matter - KIN Inc. - Wegmans Food Markets V.

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 26828 **RESOLUTION 2022-1186** **ADOPTED**

Settlement of Article 7 Matter - Brandi Freiman

AGENDA ITEM : DECEMBER 12th, 2022

TO: **Town Board**

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

DATE: **December 7, 2022**

RE: **Settlement of Article 7 Matter**
Brandi Freiman v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : December 12, 2022**)
Emily Murphy, Town Assessor

12/12/2022
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20____.

PRESENT: HON. SHEILA A. DITULLIO, J.S.C

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

BRANDI FREIMAN,

Petitioner,

v.

CONSENT ORDER

Index No.: 808012/2022

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE 2022-2023 TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as:

Address	Section/Block/Lot
55 Van Pelt Court	42.16-5-8

having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, and the Attorney for Petitioner, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for the imposition of ad valorem taxes assessed by the Town of Amherst, the Williamsville CSD, and the County of Erie, it is hereby

Attachment: Freiman order ScannedDocument (RES-2022-1186 : Settlement of Article 7 Matter - Brandi Freiman)

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2022-2023, 2023-2024 and 2024-2025 for the premises be set as follows:

Address	Section/Block/Lot	Assessed Value
55 Van Pelt Court	42.16-5-8	$703,000

, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years, and it is further

ORDERED, STIPULATED, AND ADJUDGED that said Petitioner in any instrument or agreement transferring any part or all of the subject property or any interest therein shall covenant with any grantee, transferee, and mortgagee and their respective distributees, successors and/or assigns that they shall be bound by the terms of this Consent Order and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof, and it is further

ORDERED, STIPULATED, AND ADJUDGED that in the event that the assessment is increased for any stated year at a level higher than provided herein when there has been no assessable addition or improvement to the property, Petitioner retains the right to reinstate and reinstitute its Article 7 proceedings herein settled with respect to that parcel only, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Williamsville CSD, and any other taxing unit affected by the above assessment reductions shall apply such adjusted assessment and determine any overpayment of taxes, and in the event of overpayment, refund the overpayment with statutory interest within 45

Attachment: Freiman order ScannedDocument (RES-2022-1186 : Settlement of Article 7 Matter - Brandi Freiman)

days by official check payable to the order of Wolfgang & Weinmann, as attorneys and agents for Petitioner, accompanied by a calculation sheet, such attorneys to hold the proceeds as trust funds for appropriate distribution, and are to remain subject to the further jurisdiction of this Court relative to their attorney's lien pursuant to Judiciary Law Section 475, or in the event that any such tax payment has not been paid, issue corrected tax bills which reflect the proper reduced assessment for the property, with a copy of corrected tax bills sent to the attorneys for Petitioner, said corrected tax bills to be paid without interest or penalty if paid within 90 days of receipt of said corrected bills, with interest and/or penalties beginning to accrue on the new corrected balance after 45 days, and Petitioner waives any refund due from the Williamsville CSD due to overpayment for the 2022-2023 tax year, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Court shall retain jurisdiction over this proceeding pending the expiration of the periods herein recited, and that all applications to enforce any or all of the terms of this Consent Order shall be brought by motion before this Court, and it is further

ORDERED, STIPULATED, AND ADJUDGED that Petitioner shall have the right to seek specific enforcement of this Order, Stipulation and Judgment by all means provided by law, and it is further

ORDERED, STIPULATED, AND ADJUDGED that this Order, Stipulation and Judgment hereby constitutes and represents the entire understanding and agreement amongst the

Attachment: Freiman order ScannedDocument (RES-2022-1186 : Settlement of Article 7 Matter - Brandi Freiman)

parties, and the full settlement of the tax certiorari herein; there are no costs or disbursements awarded to, by or against any party, and upon compliance with the terms of this Order, Stipulation and Judgment, the proceedings herein shall be, and the same hereby are, settled and discontinued with prejudice.

_____
Hon. Sheila A. DiTullio, J.S.C.

DATED:

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER

By: _____
Ryan K. Parisi, Esq.
Attorney for Petitioner

Date: _____

FOR PETITIONER

By: _____
Brandi Freiman
As Agent

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR INTERVENOR
Williamsville CSD

By: _____
Michael Risman , Esq.
Attorney for Intervenor

Date: 12/2/22

Attachment: Freiman order ScannedDocument (RES-2022-1186 : Settlement of Article 7 Matter - Brandi Freiman)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 26773 **RESOLUTION 2022-1187** **ADOPTED**

T-Account Expenditure Approval-Contract with James M. Tammaro CRS#3413/CMS#3169

The Town Clerk's Office respectfully requests approval to spend $3,440.00 from the Town Clerk's Preservation Fund T3064 4002 (Trust and Agency Account) to cover the costs of the consulting contract with James M. Tammaro. CRS#3413/CMS#3169.

12/12/2022
Consent

FINANCIAL IMPACT:

T3064 4002 $3,440.00

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

James M. Tammaro,

Archives and Records Management Consultant

Consulting Proposal for The Town of Amherst to supervise the inventorying of the Engineering Department's non-electronic records.

Brief analysis of the records based on a survey of the records: The Town of Amherst Engineering Department is currently holding approximately 1,300 cubic feet of records at its offices on North Forest Road and is currently holding approximately 1,200 cubic feet of records at the Town's Water Treatment Plant on Tonawanda Creek Road. Factoring in 10% for calculation errors and/or records not surveyed there are appears to be approximately 2,700 cubic feet of records which need to be inventoried.

Based on a brief analysis of the situation regarding the Engineering Department's records and a brief survey of the records in question, it would appear:

1. In terms of the records at the Engineering Offices on North Forest Road, no records have ever been disposed of or transferred to the Town of Amherst Records Center. Therefore, a substantial volume of records could be disposed of and a substantial volume of records are inactive which could be transferred to the Town's Records Center if there is space.

2. In terms of the records at the Water Treatment Plant, no records have ever been disposed of at the Plant since it's construction in the late 1970s. Therefore, approximately 50% of the records held at the Water Treatment Plant could be disposed of because they have met their legal retention period. In addition, a substantial volume of the records at the Treatment Plant are inactive and could be transferred to the Town's Records Center if there was sufficient space for those records.

3. The boxes being used to store the records at the Town's Water Treatment Plant are being purchased at a local office supply store instead of from the New York State Industries for the Disabled. Since the NYS Industries for the Disabled has the State Contract for records storage boxes, the Department could dramatically reduce its cost for records storage boxes if it purchased the boxes from the NYS Industries for the Disabled.

The New York State Archives guidelines in terms of work rate for inventorying records is approximately two cubic feet per hour. However, the Engineering Department Records are fairly organized and contain large volumes of the same

Attachment: James M. Tammaro Contract 2022 (RES-2022-1187 : T-Account Expenditure Approval-Contract with James M. Tammaro

records series therefore, it appears a well-trained inventory clerk could inventory the Engineering Department records at a work rate of five cubic feet per hour.

In view of the above, it appears it would take approximately 540 hours to inventory the records and another 40 hours to oversee disposal of the records which have met their legal retention period and 40 hours to begin the work of re-organizing the remaining records. As a result, the total number of hours for the inventory clerk to carry out the work of the project would be 620 hours. **Using a pay rate of $17 per hour for an inventory clerk with some records management experience would mean the cost for the inventory clerk would be approximately $10,540.**

Proposed plan for carrying out the consulting portion of the project: The Town of Amherst is interested in recruiting an archives and records management consultant to assist the Town in carrying out an inventory project for the non-electronic records held by the Town's Engineering Department.

The best strategy for carrying out the consultant work associated with the inventory project is for the consultant to:

1. Inspect the records which are the focus of the inventory project,
2. Conduct a training session for the inventory clerk hired to inventory the records,
3. Routinely monitor the inventory clerk's work,
4. Analyze the data from the records inventory
5. Provide recommendations and guidance on disposing of inventoried records which have met their legal retention period.

The recommendations and guidance will allow the Town's Engineering Department to greatly reduce the volume of records held by the Department through disposal of records which have met their legal retention period and by transfer of the inactive records to the Town's Records Center if there is sufficient storage space.

Attachment: James M. Tammaro Contract 2022 (RES-2022-1187 : T-Account Expenditure Approval-Contract with James M. Tammaro

Total Costs and Fee Schedule:

Consultant fees:

On-site inspection of the records which are the focus of the project, conducting a training session for the inventory clerk and holding meetings with the RMO and others involved in the project.	
3 hours at $80 per hour	**$ 240**
Periodic consultation with the inventory clerk to monitor the progress being made with the records inventory	
20 hours at $80 per hour	**$ 1,600**
Analysis of the data from the records inventory and providing guidance and direction on disposal of records which have met their legal retention period	
20 hours at $80 per hour	**$ 1,600**

Total consultant fees = $ 3,440

There will be no charge for travel expenses or any other miscellaneous expenses.

Attachment: James M. Tammaro Contract 2022 (RES-2022-1187 : T-Account Expenditure Approval-Contract with James M. Tammaro

All consulting fees shall be paid in total within 30 days of completion of the consulting work as described above.

James M. Tammaro

Brian Kulpa
Town Supervisor
Town of Amherst, NY

James M. Tammaro
Records Management Consultant

Attachment: James M. Tammaro Contract 2022 (RES-2022-1187 : T-Account Expenditure Approval-Contract with James M. Tammaro

TOWN OF AMHERST
GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

I, James M. Tammaro, Archives and Records Management Consultant, agree 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 business or 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 the Consultant Proposal for the Town of Amherst.

James Tammaro
James Tammaro

5/17/22
Date

Brian J. Kulpa, Supervisor

Date

Attachment: James M. Tammaro Contract 2022 (RES-2022-1187 : T-Account Expenditure Approval-Contract with James M. Tammaro

James M. Tammaro,
113 North Long Street, Williamsville, NY 14221
716.479.5509, jmtmls@gmail.com

Professional Experience

2005 – present – part-time archives and records management consultant providing technical assistance on various professional activities carried out in the archives and records management fields. Among others, consulting projects have included developing a comprehensive disaster management plan for a Western New York county, developing a plan of work for establishing a regional archives and evaluating an existing records management program for an engineering firm.

1990 - 2020 – Adjunct Professor at SUNY Buffalo, School of Graduate Education, Department of Information Science teaching graduate level courses: "*Introduction to Archives Management*", and "*Records Management*".

1990 - 2011 – Archives and Records Management Specialist III with the Region 8 (Buffalo) Office of the New York State Archives providing technical assistance on a wide range of archives and records management subjects to local governments in the eight Western New York counties. Experience included conducting workshops on various topics in the archives and records management field, development of "MS-Access" based automated locator systems for managing records, development of records management procedure manuals and administration of the New York State Archives Local Government Records Management Improvement Fund Grants awarded to local governments in Western New York.

1980-1990 – Deputy Town Clerk and Records Manager for the Town of Amherst, New York, providing experience in establishing and implementing a new records management and archives program for Amherst and administering the program including supervision of several staff members carrying out professional archives and records management activities.

Educational Background

1990 – Masters Degree in Library Science from the SUNY Buffalo, School of Information and Library Studies.

1987-2011 – Certified Records Manager (CRM) with the Institute of Certified Records Managers (ICRM).

1976 – Bachelors of Arts Degree in Biology from SUNY Buffalo

Attachment: Tammara (RES-2021-829 : Contract with James M. Tammaro)
Attachment: James M. Tammaro Contract 2022 (RES-2022-1187 : T-Account Expenditure Approval-Contract with James M. Tammaro

Packet Pg. 500

Professional Activities

2017 – Served as co-chair of the Local Arrangements Committee bringing the Fall 2017 Meeting of the Mid-Atlantic Regional Archives Conference (MARAC) to Buffalo, NY.

2015-2017 – Served as Acting President of the SUNY Buffalo Chapter of the Phi Beta Mu Library Science Honor Society and

2016-2016 – Served as Archivist and Board Member for the Amherst Symphony Orchestra Association.

2013 – 2014 - Served on the Board of the Western New York Association of Historical Agencies (WNYAHA).

2012 – 2019 – Served on the Board of Directors of the New York Association of Local Government Records Officers (NYALGRO).

2012 – 2014 – Served as President of the Western New York Chapter of the Association of Records Managers and Administrators (ARMA).

2000 – present - Member of MARAC.

1989 – Founding board member of NYALGRO.

1987- 2011 – Member of the Institute of Certified Records Managers (ICRM).

1984 – 2019 – Member of the Society of American Archivists (SAA).

1981 – 2019 – Member of ARMA

Professional Recognition

2017 - Recipient of the New York Library Association's 2016 Mildred Lowe Award for significant contributions to government documents librarianship and access to government information.

2012 - Recipient of NYALGRO's Guy D. Paquin Award for "noteworthy achievements and exceptional support and involvement in the Records Management profession" and the Stan Lundine Award for Outstanding Service to the Southern Tier West Region of New York State

1990 – Inducted into Beta Phi Mu, International Library Science Honor Society.

Attachment: Tammara (RES-2021-829 : Contract with James M. Tammaro)
Attachment: James M. Tammaro Contract 2022 (RES-2022-1187 : T-Account Expenditure Approval-Contract with James M. Tammaro

James M. Tammaro

James M. Tammaro served as records manager for the Town of Amherst from 1981 to 1990, establishing and then administering the town's comprehensive records management program involving an archives component.

From 1990 to September of 2011, Jim served as an Archives and Records Management Specialist III for the Region 8 Office of the New York State Archives. In his position with the Archives, he worked with local governments in the eight Western New York counties assisting the governments in improving the way records and information are managed. Part of Jim's responsibilities involved administering the Local Government Records Management Improvement Fund (LGRMIF) Grants awarded to local governments in Western New York.

Jim received his MLS Degree from SUNY Buffalo in 1990. He held the certified records manager (CRM) designation from 1987-2011 and is a past founding director of the New York Association of Local Government Records Officers (NYALGRO). He holds memberships in the Mid-Atlantic Regional Archives Conference (MARAC) and NYALGRO. In addition he is a member of the Phi Beta Mu Library Science Honor Society.

Jim also served as Past-President of the Western New York Chapter of the Association of Records Managers and Administrators (ARMA) and served as Acting President of the SUNY Buffalo Phi Beta Mu Library Science Honor Society Chapter. In addition, he served as the Archivist for the Amherst Symphony Orchestra Association from 2013-2015 and is the recipient of NYALGRO's 2012 Guy D. Paquin Award for noteworthy achievements and exceptional support and involvement in the records management profession and the Stan Lundine Award for Outstanding Service to the Southern Tier West Region of New York State. He is also recipient of the New York Library Association's 2016 Mildred Lowe Award for significant contributions to government documents librarianship and access to government information.

From 1990 to 2020 he served as an adjunct professor at the SUNY at Buffalo, School of Graduate Education, Dept. of Information Science where he taught graduate-level courses on records management and managing archival records. In addition, he has served as an archives and records management consultant for several organizations both in the private and public sectors.

He can be reached by phone at: 716-479-5509 or by e-mail at: jmtmls@gmail.com.

Attachment: Tammara (RES-2021-829 : Contract with James M. Tammaro)

Attachment: James M. Tammaro Contract 2022 (RES-2022-1187 : T-Account Expenditure Approval-Contract with James M. Tammaro

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 26801 **RESOLUTION 2022-1188** **ADOPTED**

New Firefighters for Main-Transit Fire Department

New firefighters for the Main-Transit Fire Department live in the Town of Amherst and reside within the Main-Transit Fire District.

Michael Garcia
176 Palmdale Dr
Williamsville, NY 14221

Matthew Hussey
721 Northwood Dr
Williamsville, NY 14221

12/12/2022
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Michael Garcia

Applicant Home Address: 176 Palmetto Dr, Williamsville, NY 14221

Under penalty of perjury I, Michael Garcia affirm I am an applicant to be a member of the, Main-Transit (fire dept.) and my address of residence is listed above.

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

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

Signature of Applicant: [signature]

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

Signature: [signature]

Title: SENIOR CAPTAIN

Date: 12/4/22

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

Attachment: Garcia Residency Form (RES-2022-1188 : New Firefighters for Main-Transit Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: MATTHEW D HUSSEY

Applicant Home Address: 721 NORTHWOOD DR WILLIAMSVILLE NY 14221

Under penalty of perjury I, MATTHEW D HUSSEY affirm I am an applicant to be a member of the, MAIN - TRANSIT (fire dept.) and my address of residence is listed above.

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

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

Signature of Applicant:

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

Signature:

Title: SENIOR CAPTAIN

Date: 12/4/22

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

Attachment: Hussey Residency Form (RES-2022-1188 : New Firefighters for Main-Transit Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26803 **RESOLUTION 2022-1189** **ADOPTED**

New Firefighters for North Bailey Fire Company

New firefighters for North Bailey Fire Company. Derek Maniscalco lives in the Town of Amherst and resides in the fire district and Peyton Klumpp lives in the Town of Amherst and works in the fire district.

Derek Maniscalco
130 W Maplemere Rd
Williamsville, NY 14221

Peyton Klumpp
137 Buckeye Rd
Amherst, NY 14226

12/12/2022
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

I, Derek Manzolco (name of applicant), am an applicant to be a member of North Bailey Fire Co. (name of fire company to which the applicant has applied).

I affirm under penalty of perjury that I presently reside at the following address:

130 West Mapleneep Rd
Williamsville NY

☒ Which is in the fire district applied to or territory outside the fire district which is afforded fire protection by the fire department of the fire district or fire company pursuant to contract.

☐ Is outside the district or territory provided protection by the district or fire company, but by reason of my residence in the vicinity or my usual occupation I will be available to render active service as a volunteer based on the following grounds:

Derek Manzolco
Signature of Applicant

Attachment: DOC120522-12052022134307 (RES-2022-1189 : New Firefighters for North Bailey Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

I, Peyton C. Klumpp (name of applicant), am an applicant to be a member of North Bailey Fire (name of fire company to which the applicant has applied).
I affirm under penalty of perjury that I presently reside at the following address:

137 Buckeye Rd.
Amherst, NY 14226

☐ Which is in the fire district applied to or territory outside the fire district which is afforded fire protection by the fire department of the fire district or fire company pursuant to contract.

☑ Is outside the district or territory provided protection by the district or fire company, but by reason of my residence in the vicinity or my usual occupation I will be available to render active service as a volunteer based on the following grounds:

Peyton Klumpp
Signature of Applicant

Attachment: DOC120522-12052022134307 (RES-2022-1189 : New Firefighters for North Bailey Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26862 **RESOLUTION 2022-1190** **ADOPTED**

New Firefighter for Swormville Fire Company

New firefighter for Swormville Fire Company lives in the Town of Amherst and resides in the Swormville fire district.

Dylan Anderson
111 Primrose Ln
East Amherst, NY 14051

12/12/2022
Consent

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

SWORMVILLE FIRE COMPANY, INC.

POST OFFICE BOX 707
6971 TRANSIT ROAD
SWORMVILLE, NEW YORK 14051
EMERGENCIES - 911 • FIREHALL - 688-7055 • FAX - 688-4736

Clerk - Ms. 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.

Dylan C Anderson
111 Primrose LN.
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 L. Swanson
Membership Committee

Serving Amherst & Clarence Since 1918

Attachment: DOC120622-12062022143457 (RES-2022-1190 : 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

Dylan C. Anderson
111 Primrose LN.
E. Amherst, N.Y. 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: 12 / 6 / 22

Attachment: DOC120622-12062022143457 (RES-2022-1190 : 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: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26817 **RESOLUTION 2022-1191** **ADOPTED**

New Firefighters for East Amherst Fire Department

New firefighters for the East Amherst Fire Department live in the Town of Amherst and reside within the East Amherst Fire district.

Catherine Quigley
43 Britannia Drive
E. Amherst, NY 14051

Paul Ferguson II
60 Mapleleaf Drive
Williamsville, NY 14221

Waverly Wobschall
2120 Maple Road
Williamsville, NY 14221

Roy Beljian
695 Hopkins Road
Williamsville, NY 14221

12/12/2022
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Catherine M. Quigley

Applicant Home Address: 43 Britannia Drive, E. Amherst, NY 14051

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

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

Signature of Applicant: Catherine M Quigley

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

Signature:

Title: President

Date: December 4, 2022

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

Attachment: Amherst Residency - Quigley, C (RES-2022-1191 : New Firefighters for East Amherst Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Paul S. Ferguson II

Applicant Home Address: 60 Mapleleaf Drive, Williamsville, NY 14221

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

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

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

_____

Signature of Applicant: Paul Ferguson II

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

Signature: _____
Ken Rusin

Title: President

Date: _____

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

Attachment: Ferguson residency 12.4.22 (RES-2022-1191 : New Firefighters for East Amherst Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Waverly Wobschall

Applicant Home Address: 2120 Maple Road, Williamsville, NY 14221

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

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

  _____

Signature of Applicant: _____

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

Signature: _____

Title: President

Date: December 4, 2022

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

Attachment: Amherst Residency Application - Wobschall (RES-2022-1191 : New Firefighters for East Amherst Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Roy K. Biljian

Applicant Home Address: 695 Hopkins Road, Williamsville, NY 14221

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

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

  _____

Signature of Applicant: _____

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

Signature: _____

Title: President

Date: December 4, 2022

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

Attachment: Amherst Residency Application - Biljian (RES-2022-1191 : New Firefighters for East Amherst Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26840 **RESOLUTION 2022-1192** **ADOPTED**

Budget Transfers and Amendments

December 12, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/7/2022
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:***
N2256.1000 AMH State Housing- Personal Svc $483.05 N2256.8030 AMH State Housing- FICA $36.95	N2256.4000 Contractual $520.00
Requested per department.	
N2024.8010 AMH CDBG- Retirement $8,702.36 N2024.8051 AMH CDBG- Dental $2,094.46 N2024.8052 AMH CDBG- Vision $336.55	N2024.1000 Personal Services $4,127.94 N2024.1300 Longevity $1,580.00 N2024.1853 Sick Leave Incentive $78.20 N2024.4050 Mileage $3,298.44 N2024.8030 FICA $172.00 N2024.8050 Health Ins. $1,876.79
To clean up admin accounts.	

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
A3120.02680 Police - Insurance Reimb. $6,088.18	A3120.4230 Passenger Vehicles $6,088.18
To record insurance reimbursements and increase vehicles repairs.	
A3120.02680 Police - Copies, Donations, Reimb. $100.00	A3120.4430 Miscellaneous $100.00
To record donations and increase miscellaneous.	
N2255.02785 Amherst HOME Rental- PI $14,924.16 N2254.02785 Amherst Home Admin- PI $1,658.24	N2255.4000 Contractual $14,924.16 N2254.4003 10 % Admin $1,658.24
To recognize Community Development program income from 306 Meyer, Williamsville.	
N2244.02785 Cheek. Housing Rehab - PI $6,750.00 N2249.02785 Cheek. Home Admin - PI $750.00	N2244.4000 Contractual $6,750.00 N2249.4003 10% Admin $750.00
To recognize Community Development program income from 2683 Harlem Road, Cheektowaga.	
N2255.02785 Amherst HOME Rental- PI $4,500.00 N2254.02785 Amherst Home Admin- PI $500.00	N2255.4000 Contractual $4,500.00 N2254.4003 10 % Admin $500.00
To recognize Community Development program income from 884 Sweet Home Road, Williamsville.	
N2144.02785 Cheek. Housing Rehab - PI $4,500.00 N2149.02785 Cheek. Home Admin - PI $500.00	N2144.4000 Contractual $4,500.00 N2149.4003 10% Admin $500.00

To recognize Community Development program income from 802 Cleveland, Cheektowaga.

N2144.02785 Cheek. Housing Rehab - PI $19,675.80 N1244.4000 Contractual $19,675.80
N2149.02785 Cheek. Home Admin - PI $2,186.20 N1249.4003 10% Admin $2,186.20
To recognize Community Development program income from 20 Seton, Cheektowaga.

N2223.02785 CDBG & Vg. - PI $8,968.00 N2223.4000 Contractual $8,968.00
N2225.02785 CDBG Admin. $2,242.00 N2225.1000 Personal Services $2,082.68
N2225.8030 FICA $159.32
To recognize Community Development program income from 359 Seabrook Drive, Williamsville.

A3132.04389 Tactical Grant- Fed Rev $75,000.00 A3132.2550 Other Spec Equip $27,683.00
A3132.4090 Professional Svcs $10,980.00
A3132.4120 Training & Education $6,084.00
A3132.4420 Uniform & Shoes $30,253.00
To set up the Department of Homeland Security & Emergency Services Targeted Tactical Team Grant.

A7258.04389 AMH Task Force- Fed Rev $103,864.00 A7258.1000 Personal Svcs $28,310.00
A7258.4010 Office Supplies $8,870.00
A7258.4040 Travel $13,810.00
A7258.4110 Contractual $50,000.00
A7258.8030 FICA $2,166.00
A7258.8040 Workers Comp $708.00
To set up the AMH Task Force for Healthy Community year 3 grant.

B3620.02555 Building Permits $26,000.00 B3620.2130 Computers $26,000.00
To recognize revenue over budgeted revenues and increase Computer Equipment for purchase of a plotter.

A6773.02773 Nutrition- MOW Reimbursement $50,000.00 A6773.4000 Contractual $50,000.00
To recognize revenue for MOW reimbursement and increase contractual for year-end food purchases.

A3122.02410 Bailey Ave - Rentals $300.00 A3122.4220 Bldgs & Grounds $300.00
To recognize rental revenue and increase buildings and grounds.

12/12/2022
Consent

FINANCIAL IMPACT:

See descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26842 **RESOLUTION 2022-1193** **ADOPTED**

Budget Amendment for Garbage Totes

December 12, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/7/2022
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 AMENDMENTS - 2022

INCREASE:

C8161.02131 Garbage Totes $15,532.60
C8161.02804 New Garbage Service $51,875.20

INCREASE:

C8161.4531 Garbage Totes $67,407.80

To recognize revenue over budgeted revenue and increase expenditures for purchase of new totes.

12/12/2022
Consent

FINANCIAL IMPACT:

Increase Expenditures.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26830 **RESOLUTION 2022-1194** **ADOPTED**

Award Bid #2022036 - Police & Emergency Services Vehicles - CRS #3765

WHEREAS, the Contract Compliance and Administration Department received proposals on November 17, 2022 for Bid #2022036 Police and Emergency Service Vehicles; and

WHEREAS, the Bid process resulted in responses from one (1) vendor, as per the attached bid analysis sheet;

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Van Bortel Ford, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Van Bortel Ford, Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that a purchase needs to be placed prior to the end of the calendar year.

12/12/2022
Consent

FINANCIAL IMPACT:

2022: KP2209-2200 - $302,815, A3120-2200 - $130,205, A3641-2200 - $39,500

2023: A3120-2200 - $86,200, A3641-2200 - $32,100

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

Bid #2022036 Police and Emergency Service Vehicles

Low Bidder

				Van Bortel Ford, Inc.		Police		Emergency Services	
Item #	QTY	U/M		Unit Price	Total Price	Purchase Q	Total Purchase	Purchase Q	Total Purchase
			Police Vehicles:						
1	7	EA	2022 or Newer Ford Police Responder Hybrid Utility (Dark Blue - LK)	No Bid	No Bid				
1a	7	EA	2022 or Newer Ford Police Responder Non-Hybrid Utility (Dark Blue - LK)	$42,880.00	$300,160.00	7	$300,160.00		
2	1	EA	2022 or Newer Ford Police Responder Hybrid Utility (Dark Blue - LK)	No Bid	No Bid				
2a	1	EA	2022 or Newer Ford Police Responder Non-Hybrid Utility (Dark Blue - LK)	$44,005.00	$44,005.00	2	$88,010.00		
3	4	EA	2022 or Newer Ford Utility Police Interceptor AWD Non-Hybrid (Agate Black - UM)	$43,100.00	$172,400.00	4	$172,400.00	1	$43,100.00
			Emergency Services Vehicle:						
4	2	EA	2022 or Newer Ford Police Responder Non-Hybrid Utility (Color TBD)	$44,250.00	$44,250.00			1	$44,250.00
			Police Trade-In Vehicles:						
5			Total Trade-In Value		($41,350.00)		($41,350.00)		
			(Enter individual trade-in values in the table on page 9 and the total trade-in value here)						
			Emergency Services Trade-In Vehicle:						
6			Total Trade-In Value		($15,750.00)				($15,750.00)
			(Enter individual trade-in values in the table on page 9 and the total trade-in value here)						
			Estimated lead time between order and delivery:	Expected in Mid-December					
							$519,220.00		$71,600.00

NOTES:

Trades are subject to charge back to cover cost to fix the units if needed. The last round of trades, several of the vehicles had their warning codes cleared numberous times. A few of the units required us to replace the transmissions. While we understand that you are trying to represent the vehicles as true, and we have tried to take that into account for the current evaluation we are providing. If we find the same issue with these new trades we will work with the Town to arrive at an amicable solution to both the Town of Amherst and Van Bortel Ford, Inc. to resolve the matter.

Spec 4 - There is only one of these units. It is Black, and it has dual spotlights. Otherwise the specs line up.

We have on order 2 more units. 1 unit matches Spec 3 and 1 unit that matches Spec 2a. We will offer either one of these for the missing unit to spec 4 at that item's bid amount.

An additional vehicle from line item 2a is being requested due to the difficulty in obtaining vehicles in the current market. This will be funded from the 2023 budget. If there are any issues with transmissions as per the above notes from Van Bortel, the Police Dept. acknowledges that it may need to negotiate with the vendor to come to an agreement, and any additional funds will come out of A3120-2200. This is being accepted as a condition of the bid due to the fact that there is only one bidder, and vehicles are very hard to obtain right now. As a worst case scenario, the Town could opt not to trade in a vehicle, and the full amount of the trade would have to come out of the Police Dept. budget in order to fund the vehicle purchase.

Police: Line items 1a, 2a, and two (2) of line item 3 will be purchased in 2022, with trade-ins being credited against that purchase. Two (2) of line item 4 will be purchased in 2023. Total 2022 cost is $433,020, with $302,815 to be charged to KP2209-2200 ($36,615 to be transferred from A3120-2200), and the balance of $130,205 to be charged to A3120-2200. Total 2023 cost is $86,200 to be charged to A3120-2200.

Emergency Services: Line item 4 will be purchased in 2022, with the 2012 vehicle being traded in. Line item 3 will be purchased in 2023, with the 2015 vehicle being traded in. Both years will be charged to A3641-2200.

Attachment: Bid Analysis 2022036 Police & Emergency Service Vehicles (RES-2022-1194 : Award Bid

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26831 **RESOLUTION 2022-1195** **ADOPTED**

Award Bid #2022031A - KIP Plotter - CRS #3767

WHEREAS, the Contract Compliance and Administration Department received proposals on December 6, 2022 for Bid #2022031A for a KIP Plotter; and

WHEREAS, the Bid process resulted in responses from three (3) vendors, as per the attached bid analysis;

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Toshiba Business Solutions; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Toshiba Business Solutions; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that an order needs to be placed before the end of the calendar year.

12/12/2022
Consent

FINANCIAL IMPACT:

KIP Plotter: B3620-2130 - $22,230

Service & Supplies: Town Wide - Various - Amount TBD

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

Bid #2022031A - KIP Plotter									
		Low Bidder		Plan & Print Systems		Toshiba Business Solutions		BXI Consultants, Inc.	
			Vendor Name:						
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	EA	KIP 660 Color Wide-Format Plotter or Equivalent	$24,163.60	$24,163.60	$22,230.00	$22,230.00	$24,316.00	$24,316.00
2	12	EA	Monthly Service Contract for KIP 660 or Equivalent	$75.00	$900.00	$79.00	$948.00	$99.00	$1,188.00
			*Service should not include toner						
3	TBD	EA	Overage charge per square foot for black & white prints	$0.03	$0.03	$0.017	$0.017	$0.02	$0.02
4	TBD	EA	Overage charger per square foot for color prints	$0.02	$0.02	$0.027	$0.027	$0.03	$0.03
5	2	Case	KIP 660 Black Toner	$141.00	$282.00	$138.00	$276.00	$160.00	$320.00
6	1	Case	KIP 660 Cyan Toner	$141.00	$141.00	$138.00	$138.00	$160.00	$160.00
7	1	Case	KIP 660 Magenta Toner	$141.00	$141.00	$138.00	$138.00	$160.00	$160.00
8	1	Case	KIP 660 Yellow Toner	$141.00	$141.00	$138.00	$138.00	$160.00	$160.00
			Total Items 1, 2, 5, 6, 7 & 8		$25,768.60		$23,868.00		$26,304.00
			No Additional Charges Will Be Allowed						
			Price must include delivery, installation, setup and training. No additional fees allowed.						
			Bids that include any additional fees may be considered non-responsive.						

NOTES:

Toshiba: Item #1 - **Price includes KIP Accounting Package, Unlimited Training and Workflow Training. Item #2 - *Includes 3000 sq ft BW and 500 sq ft

Attachment: Bid Analysis 2022031A KIP Plotter (RES-2022-1195 : Award Bid #2022031A - KIP Plotter -

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Economic Development
Initiated by: **Angela Rossi**
Co-Sponsored by:

DOC ID: 26843 **RESOLUTION 2022-1196** **ADOPTED**

Intermunicipal Agreement with the County of Erie - CRS #3761

Whereas, The Town of Amherst shall create a world-class park entitled, Amherst Central Park in the heart of Amherst; and,

Whereas, The County of Erie desires to assist the Town in developing the Property, to the extent feasible, into destination parkland for the enjoyment of nature, and other recreational activities of benefit to the residents of the Town, and County; and,

Whereas, the funding will be utilized by the Town of Amherst to complete the planning, design and engineering of the park space. With a focus on preservation of green space, the park design will include a public square to support a variety of economic driving activities like local markets, including an annual holiday market, for the Town and region's small businesses.

Whereas, This Intermunicipal Agreement replaces the Subrecipient Agreement with the County of Erie that was adopted by the Town Board June 6, 2022 (RES-2022-562)

Now therefore be it resolved, The Town Board authorizes the Supervisor to sign the Intermunicipal Agreement with the County of Erie pending CRS approval, CRS #3761.

12/12/2022
Consent

FINANCIAL IMPACT:

-$2,400,000 (KP2204 04589)

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

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

THIS INTERMUNICIPAL AGREEMENT, made the _____ day of _____, 20__ by and between:

THE COUNTY OF ERIE, a municipal corporation of the State of New York, having an office and place of business at 95 Franklin Street, Buffalo, New York 14226, (hereinafter referred to as the "County")

and

THE TOWN OF AMHERST, a municipal corporation of the State of New York, having an office and place of business at 5583 Main Street, Williamsville, New York, 14221 (hereinafter referred to as the "Town")

WHEREAS, the County and Town, pursuant to General Municipal Law §§ 119-o, and 244-b, and otherwise, have municipal powers to design, improve, and maintain property for recreational purposes for the benefit of the public they serve, and to enter into joint agreements for the same; and

WHEREAS, the Town is in the process of acquiring certain real property situated in the Town of Amherst and identified on tax maps as 772 North Forest Road (SBL#68.01-1-1), 385 Maple Road (SBL#55.18-4-9), and 391 Maple Road (SBL#55.18-4-10) (collectively the "Property") described on Schedule "A" which is attached to and made a part of this Agreement; and

WHEREAS, the County desires to assist the Town in developing the Property, to the extent feasible, into destination parkland for the enjoyment of nature, and other recreational activities of benefit to the residents of the Town, and County (the substantial development of the Property into recreational space, and parkland is hereinafter referred to as the Project); and

WHEREAS, in order to develop the Property into the Project substantial engineering, and design expenses are required.

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the County and the Town, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
IMPROVEMENTS TO THE PROPERTY

Section 1.0. The Town shall undertake the activities set forth in Schedule "B", which plans have been approved by the Town and the County, which services may be provided by inhouse staff and design professionals (including but not limited to professional planners, licensed architects, engineers, project managers, analysts and other pre-approved professionals), and reimbursed subject to certification of time and expense tracking, or design, engineering and environmental attorney professional services procured by the Town in compliance with its own procurement rules, the General Municipal Law, and other applicable local laws,

ARTICLE II
PAYMENT

Section 2.0. In consideration of the planning, design and engineering of the improvements to be made to the Property, the County shall reimburse the Town an amount not to exceed One Million Eight Hundred Fifty Four Thousand Six Hundred Eighty Two ($1,854,682.00), payable monthly and pursuant to the staff rates stated in the table attached hereto as Schedule "C" plus 22% to cover a portion of the fringe expenses attributable to such staff, as well direct costs of professional services procured by the Town for the Project which shall be evidenced by paid invoices from such professional services consultants. The County shall have no further obligation whatsoever for the Property. In the event that, during the term of this agreement, Town staff is substituted for the staff listed in Schedule C, the Town will provide the County with the substituted staff and corresponding rates. In the event that the Project continues into 2024 and beyond, the Town will provide the County with rate schedules annually in December preceding the next year.

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

Any and all requests for payment shall be submitted by the Town on properly executed payment vouchers of the County, substantiate time and expense for services provided, and paid only after approval by the County. In no event shall a payment be made to the Town prior to the submission of reports and the approval of same by the County.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Town for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Section 2.0 but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Town to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE TOWN REGARDING THE PARK

Section 3.0. The Town shall have sole authority and control over the development, operation, management, scheduling and maintenance of the Property. The Property shall be operated as a Town park, but shall be available to all County residents.

Section 3.1. The Town shall, at its sole cost and expense, assume full responsibility for the operation of the Property for park purposes in accordance with this Agreement and for repair,

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

maintenance and security of the Property in accordance with this Agreement, all to the satisfaction of the County.

Section 3.2. The Property shall be open and available to the general public and under no circumstance shall access be limited solely to residents of the Town or other designated local government.

Section 3.3. The Town shall, at its sole cost and expense, repair, maintain and properly supervise the Property, it being understood and agreed that such repair, maintenance and supervision shall be performed by the Town when necessary and to correct hazardous conditions.

Section 3.4. Following construction of improvements on the Property, they shall be available to the public as required by this Agreement although the Town shall have sole discretion to schedule the use of same as appropriate.

Section 3.5. The Town shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and local governments and all insurance requirements applicable to the said Property or any part thereof or applicable to this Agreement, This shall include, but not be limited to any and all Federal, State and Local procurement laws;; the New York State Environmental Quality Review Act (SEQR), all to the extent applicable The Commissioner or his designee shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Town.

Section 3.6. The Town shall acknowledge the County's contribution toward improvement of the Property on any signs erected at the Property and on any other publications, documents, etc. mentioning the Property.

Section 3.7. In addition to, and not in limitation of the insurance requirements contained in Schedule "D" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Town agrees:

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

(a) that to the extent permitted by law, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Town shall indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the maintenance, operation, security and/or repair of the Property and this Agreement and of the acts or omissions hereunder by the Town or third parties under the direction or control of the Town; and

(b) 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 maintenance, operation, security and/or repair of this Property and this Agreement and to bear all other costs and expenses related thereto.

ARTICLE IV
INSURANCE

Section 4.0. The Town shall procure and maintain insurance coverage for its maintenance, operation and/or repair of the Property as specified in Schedule "D" attached hereto and made a part hereof. Notwithstanding the above, the Town may provide proof of self-insurance in lieu of insurance policies for the work performed by its own professionals in the design of the Project.

Section 4.1. During the term of this Agreement, for the work to be performed and to be paid by the County funds, the Town agrees to cause its consultants, sub-consultants and vendors to maintain insurance coverage consistent with the insurance certificate included as Schedule "D" hereto and to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of such work.

Section 4.2. To the fullest extent authorized by law, the Town, and its contracted design professionals shall indemnify and hold harmless the County, its officers, employees and agents

from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the responsible party's acts or omissions in the performance or failure to perform hereunder.

ARTICLE V
RESPONSIBILITIES OF THE COUNTY

Section 5.0. The County shall have no responsibility for the operation, and maintenance of the Property other than to provide the payment set forth in Section 2.0 hereof.

ARTICLE VI
TERM OF AGREEMENT

Section 6.0. The term of this agreement shall be three (3) years commencing on January 1, 2023, unless terminated sooner as provided herein.

ARTICLE VII
NOTICES

Section 7.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

Erie County
Commissioner of Environment & Planning
95 Franklin Street
Buffalo, New York 14202

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

with copies to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Town:

Town Supervisor
5583 Main Street
Williamsville, New York 14221

with copies to:

Town Attorney
5583 Main Street
Williamsville, New York 14221

ARTICLE VIII
MISCELLANEOUS

Section 8.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 8.1. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 8.2. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 8.3. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous

negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 8.4. It is recognized and understood that the Town is not an agent of the County and in accordance with such status, the Town, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 8.5. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 8.6. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 8.7. All covenants, stipulations, promises, agreements and obligations of the Town and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Town and the County and not of any member, officer or employee of the Town or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Town or the County or any natural person executing this Agreement.

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

Section 8.8. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

Section 8.9. Failure of any party to insist upon strict performance of any term, condition or covenant of this Agreement shall not be deemed to constitute a waiver or relinquishment of such term, condition or covenant for the future right to insist upon and to enforce by injunction or by other legal or appropriate remedy strict compliance by any other party with such term, condition or covenant.

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF ERIE

By: _____
Name: Mark C. Poloncarz/Lisa M. Chimera
Title: County Executive/Deputy County Executive

TOWN OF AMHERST

By: _____
Name:
Title:

Approved as to Content

_____
By: Daniel R. Castle
Title: Commissioner of Environment & Planning

Approved as to Form

_____
By: Richard E. Stanton
Title: Assistant County Attorney
Doc No. _____
Date: _____

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

SCHEDULE "A"

MAP OF THE PROPERTY

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

Town of Amherst Westwood Site
Intended Use Exhibit
772 North Forest Road (SBL 68.01-1-1.2)
December 1, 2022

NOTES:
THE FOLLOWING DRAWING IS NOT SURVEYED OR PROPERLY ALIGNED TO A COORDINATE SYSTEM. THIS PLAN REFLECTS TAX PARCEL DATA, AERIAL IMAGERY AND OTHER TOWN GEOSPATIAL DATA.

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

SCHEDULE "B"

PLANNING, DESIGN AND ENGINEERING ACTIVITIES RELATED TO IMPROVEMENTS TO THE PROPERTY

Town of Amherst

Amherst Central Park Improvements:

Centrally located in the Town of Amherst and comprised of 170 acres, the former Westwood Country Club site offers an unprecedented opportunity to create a beautiful natural resource that can be enjoyed by people of all ages. The Town of Amherst is creating a world-class park to become Amherst Central Park in the heart of Amherst, the largest Town in Erie County. With RENEW Plan funding, the Town will complete the planning, design and engineering of the park space, including infrastructure needs throughout the property. With a focus on preservation of green space, the park design will include a public square to support a variety of economic driving activities like local markets, including an annual holiday market, for the Town and region's small businesses.

The Town of Amherst will engage in Planning and Engineering work at the future Amherst Central Park inclusive of overall Site/Civil Engineering Services, Asbestos Survey, Site Survey and Geotechnical work. Additionally, the Town will pursue Landscape Architecture and Design Services to prepare for the construction of park features including a public square.

Planning work to create the overall Master Site Plan will show basic above-ground infrastructure including conceptual future building footprints and parking locations and showing existing buildings or structures to remain. It will also show the design of a new public square.
It will map the location of future streets and trails, location of outdoor recreation facilities, restrooms/outbuildings and other topographic features.

Engineering work is to include demolition/removals plans, site/layout plans, staging/phasing plans, grading and erosion control plans, utility plans, storm drainage plans, and all associated details. Utility plans to include storm, sanitary sewer, water, and gas from connections.

The Town will complete an environmental review of the project in compliance with the requirements of the State Environmental Quality Review Act (SEQRA).

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

	Total Cost	Local Share Required	Amount of ARP Funds Required	Months Estimated to Completion	Completion Date M/Y
Planning	$ 100,000		$ 100,000	12	12/22
Engineering					
In House	$ 392,000		$ 392,000	26	9/24
Contract	$ 1,362,682		$ 1,362,682	26	9/24
Consultant					
Site/Building Relocation					
Construction					
Contractor					
Own Labor					
Materials					
Operations					
Salary/Fringes					
Equipment					
Other - Specify					
TOTAL	$ 1,854,682		$ 1,854,682	38	9/24

Total Project Cost:	$ 2,400,000
Local Project Funds:	
ARP Funds Requested:	$ 2,400,000

Non-ARP Secured Funding:
*Source

Other Needed Funding:
*Source

*Provide Documentation (letter, budget line, etc.) if over 5% of Total cost

Please attach documentation concerning source of estimated costs

(PAGE MUST BE COMPLETELY FILLED OUT FOR YOUR APPLICATION TO BE ACCEPTED)

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

SCHEDULE "C"

TOWN RATE SCHEDULE FOR COUNTY PAYMENTS

Account Number	Employee Name	Employee Number	Title	Hourly Rate 2022	Hourly Rate 2023
A-8020	Amplement, Kim	8597	Planner	$35.57	$37.01
A-8020	Howard, Dan	3247	Planning Director	$65.98	$69.15
A-8020	Rappoccio, Roberta	9191	Associate Planner	$40.74	$43.52
A-8020	Szatkowski, Jeff	6759	Landscape Architect	$37.22	$39.73
A-8020	Ulatowski, Dan	9203	Assistant Planning Director	$53.68	$59.70
A-1440	Armstrong, Brian	4669	Assistant Municipal Engineer	$65.17	$66.48
A-1440	Barnes, Brian	5950	Senior GIS Analyst	$45.19	$46.83
A-1440	Bellacose, Marc	7223	Junior Municipal Engineer	$38.38	$39.15
A-1440	Bourdreu, Jessica	9506	Project Manager	$42.67	$43.52 Jan-June $44.39 July-Dec
A-1440	Burroughs, Jeffrey	4973	Town Engineer	$75.94	$78.62
A-1440	Pontikos, Asher	8954	GIS Analyst	$33.99	$34.67 Jan-June $35.36 July-Dec
G-9000	Reberholt, Vaishali	7596	Assistant Municipal Engineer	$50.18	$52.20
A-1440	Schregel, Christoher	6036	Project Manager/Traffic Engineer	$43.51	$45.01
A-1620	Dafchik, Anne	9638	Architect	$62.34	$65.49
A-1620	Rizzo, Daniel	9327	Director of Facilities	$35.43	$35.43
A-1620	Reilly, Daniel	9520	Construction Project Manager	$53.08	$55.77
A-1230	Melski, Emily	9345	Project Manager & Coordinator of Federal and State Aid Programs	$33.98	$36.27

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS
(COUNTY)

ATTACHMENT "H"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-aires Services	F Livery Services	G All Purpo Publi Entity Con
Commercial Gen. Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,00(
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,(
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,(
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUI
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	$1,000,000 CSL		$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,00(
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUI
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUI
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUI
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,(
Worker's Compensation	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUT(
& Employer's Liability							
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUT(
Professional Liability			$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab. Liab., & E

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI. Coverage must be provided on a primary-noncontributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. If the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted.

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

X. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law --- Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

Attachment: IMA with County for Amherst Central Park improvements FINAL 2022.12.01 (RES-2022-1196 : Intermunicipal Agreement with the

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26844 **RESOLUTION 2022-1197** **ADOPTED**

2022-2027 CIP Amendment Boulevard Central District Design & Planning

The Engineering Department is recommending amendment of the 2022-2027 CIP revising a project title that more accurately depicts the project scope and area. This CIP project is expanded to encompass the entire Boulevard Central District, which includes the Boulevard Mall site-specific area. This title change is reflected below:

CIP No.	Project Description	2022 CIP Allocation	Amend to	Funding Source/Account
E-52	Boulevard Mall: Core Road Design	$850,000	$0	LA
E-52 (rev.)	Boulevard Central District Design & Planning	$0	$850,000	LA

LA = General Fund Bond

Please approve this amendment to the 2022-2027 CIP and reassign the funding as identified above. Please note that the above request is a budget neutral amendment.

Thank you for considering this request.

12/12/2022
Consent

FINANCIAL IMPACT:

N/A

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26845 **RESOLUTION 2022-1198** **ADOPTED**

Seven Fire Hydrant Installations Koster Row, Fairlawn Drive, Bondcroft Drive, and Hedstrom Drive

We are hereby requesting authorization to have seven (7) fire hydrants installed at the above location.

During the course of waterline construction, the Erie County Water Authority is required to install seven (7) additional fire hydrants at the above locations to satisfy current design standards regarding hydrant spacing on a public potable water distribution system. Under the Lease Management Agreement, a Resolution from the Town Board is required for Erie County Water Authority to do these installations. The Town is to pay the annual maintenance fee of $229.08 per fire hydrant for a total of $1,603.56.

May we have your approval for the installation of seven (7) additional fire hydrants?

12/12/2022
Consent

FINANCIAL IMPACT:

$1,603.56

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26846 **RESOLUTION 2022-1199** **ADOPTED**

Linde Payment Authorization

The Engineering Department, Water Pollution Control Division is requesting approval to amend the budget details for the Linde payment authorizations approved under RES-2022-1021 and RES-2022-1095. Per the Comptroller's Office's request, the invoices under PO's 22210714 and 22210663 should be paid with account KP2136-4972, not KP2136-2150.

Funds for this request will be available in KP2136-4972.

Thank you for considering this request.

12/12/2022
Consent

FINANCIAL IMPACT:

KP2136;4972

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/17/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26578 **RESOLUTION 2022-1021** **ADOPTED**

Payment Authorization - Linde

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to approve payment of Linde invoices 31686938, 31687139 and 3170453, totaling $18,423.00.

During the week of September 26, 2022 our WPCF had to shut down operation of our oxygen generating plant for a critical replacement of four (4) valves that a separate contractor performed under a previously approved emergency purchase. During this shut down, our stored liquid oxygen fell below the level needed for startup, resulting in the need for oxygen delivery.

The WPCF worked with Contract Compliance to send out a bid request for oxygen delivery in September of 2021, which resulted in no bids. On September 27, 2022, the WPCF requested quotes from four (4) local companies and Linde was the only company that agreed to supply Liquid Oxygen to the WPCF.

Funds for this request are available from accounts KP2136-2150 and G9916-4960.

Thank you for considering this request.

10/17/2022
Consent

FINANCIAL IMPACT:

KP2136-2150 and G9916-4960; $18,423.00

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

Attachment: Linde TB Resolutions (RES-2022-1199 : Linde Payment Authorization)

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

Francina J. Spoth
Town Clerk

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

DOC ID: 26695 **RESOLUTION 2022-1095** **ADOPTED**

Linde Payment Authorization

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to approve payment of Linde invoice 32041544 for $1,700.00. This invoice should have been included on the attached Town Board Resolution 2022-1021 but was not received until after that date.

The week of September 26, 2022, the WPCF had to shut down operation of the oxygen generating plant for a critical replacement of four (4) valves that a separate contractor performed under a previously approved emergency purchase. During this shut down, the stored liquid oxygen fell below the level needed for startup, resulting in the need for oxygen delivery.

The WPCF worked with Contract Compliance to send out a bid request for oxygen delivery in September of 2021, which resulted in no bids. On September 27, 2022, the WPCF requested quotes from four local companies and Linde was the only company that agreed to supply Liquid Oxygen to the WPCF.

Funding for this request is available from accounts KP2136-2150 and G9916-4960.

Thank you for considering this request.

11/7/2022
Consent

FINANCIAL IMPACT:

KP2136-2150 & G9916-4960; $1,700.00

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

Attachment: Linde TB Resolutions (RES-2022-1199 : Linde Payment Authorization)

Russell, Crystal

From: Dean, Tom
Sent: Tuesday, November 22, 2022 11:05 AM
To: Russell, Crystal
Cc: Burroughs, Jeffrey
Subject: FW: KP2136 Linde PO's

Crystal,

Please obtain TB approval as per Ann's request...

Best regards!

Tom

Tom Dean
General Crew Chief - Purchasing
Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst, NY 14228
716.691.9771 ext. 8041
tdean@amherst.ny.us

From: Fickelscherer, Ann E <AFickelscherer@amherst.ny.us>
Sent: Tuesday, November 22, 2022 10:23 AM
To: Dean, Tom <TDean@amherst.ny.us>
Subject: KP2136 Linde PO's

Tom,

I left you an email stating that we need a BT to pay PO22210714. On further consideration, the oxygen should not be charged to Building Improvements and Equipment, as it is not an inventorial item.
It would be better charged to KP2136-4972.

I will need you to have Res2022-1021, TBA 10/17/22 and Res2022-1095, TBA 11/7/22 amended to correct the KP account from KP2136-2150 to KP2136-4972.

Please let me know when you have Town Board approval, so I can process PO22210714 for payment and do a JE to move the expenses for PO22210663. I will also process a reversal of the BT requested by you on 11/3/22.

Thanks,

Ann E Fickelscherer|Supervising Accountant|Town of Amherst|5583 Main Street, Williamsville, NY 14221|(716)631-7009|Fax (716)631-7012|AFickelscherer@amherst.ny.us

Attachment: Linde TB Resolutions (RES-2022-1199 : Linde Payment Authorization)

TOWN OF AMHERST

VOUCHER

PO NO: 22210665

Date: 10/20/2022

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
KP 2136	2150	$ 18,423.00
	TOTAL	$ 18,423.00

Supplier: 19705

LINDE INC
10 RIVERVIEW DRIVE
DNABURY, CT 06810
RES-2022-1021 TBA 10/17/22

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	LIQUID OXYGEN DELIVERY	$ 6,082.00	$ 6,082.00
1	LIQUID OXYGEN DELIVERY	$ 6,562.00	$ 6,562.00
1	LIQUID OXYGEN DELIVERY	$ 5,779.00	$ 5,779.00
		TOTAL	$ 18,423.00

Due Date: _____ **Invoices:** 31686938, 31687139, 31704533 **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-2022-1021 TBA 10/ **Bids Received** Y / N

Date: _____ **TB Res. No:** **Town Board Approval** Y / N

TB Res. Date:

Attachment: Linde TB Resolutions (RES-2022-1199 : Linde Payment Authorization)

TOWN OF AMHERST

VOUCHER

PO NO: 2221071

Date: 11/09/2022

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
KP 2136	2150	$ 1,700.00
	TOTAL	$ 1,700.00

Supplier: 19705

LINDE INC
10 RIVERVIEW DRIVE
DNABURY, CT 06810
SOLE SOURCE

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	INVOICE # 32041544	$ 1,700.00	$ 1,700.00
		TOTAL	$ 1,700.00

Due Date: _____ **Invoices:** 32041544; RES-2022-1095 TBA 11/7/22 **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: SOLE SOURCE** **Bids Received Y / N**

Date: _____ **TB Res. No:** **Town Board Approval Y / N**

TB Res. Date:

Attachment: Linde TB Resolutions (RES-2022-1199 : Linde Payment Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26847 **RESOLUTION 2022-1200** **ADOPTED**

Auction of Engineering & Sewer Maintenance Surplus Equipment

The Engineering Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

	ID	Description	VIN/Serial #	Condition
1.	E-21	2008 Ford F250 SD 4x4 Reg Cab	1FTNF21518EB94532	Fair

Funds from the proceeds of this auctioned vehicle are to be placed in the Sewer Maintenance operating budget - G9000.

May we please have the approval to place the above equipment in the auction and dispose of this vehicle?

12/12/2022
Consent

FINANCIAL IMPACT:

TBD - G9000

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26848 **RESOLUTION 2022-1201** **ADOPTED**

NARC Football Fieldhouse - Change Order No. 1 & Final - Plumbing CRS No. 3758

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases this contract by $2,353.00. This change will cover the costs associated with providing an Erie County Department of Health compliant 3-bay sink as well as providing additional plumbing system winterization fittings.

Please note that the above request is contingent pending successful completion of the contract review procedure.

Funding for the above change order shall be from project account no. KP2207.4972.

Thank you for considering this request.

12/12/2022
Consent

FINANCIAL IMPACT:

KP2207-4972; $2,353.00

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

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Town of Amherst North Amherst
Recreation Center Football Fieldhouse
655 New Rd East Amherst, Ny 14051

OWNER: *(Name and address)*
Town of Amherst

Town of Amherst Engineering
1100 North Forest Rd.
Williamsville, NY 14221

CONTRACT INFORMATION:
Contract For: Plumbing Construction

Date: July 05, 2022

ARCHITECT: *(Name and address)*
DiDonato Associates Engineering & Architecture, P.C.
689 Main Street
Buffalo, NY 14203

CHANGE ORDER INFORMATION:
Change Order Number: PC-01

Date: December 2, 2022

CONTRACTOR: *(Name and address)*
M.K.S. Plumbing Corp.

19 Ransier Drive
West Seneca, NY 14224

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
RFP-001 - 3-compartment sink
RFP-002 - Winterization Fittings

The original Contract Sum was	$	128,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	128,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	2,353.00
The new Contract Sum including this Change Order will be	$	130,353.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

ARCHITECT	CONTRACTOR	OWNER
DiDonato Associates Engineering & Architecture, P.C.	M.K.S. Plumbing Corp.	Town of Amherst
(Firm name)	*(Firm name)*	*(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Michael Hitzel, Architect		
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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User Notes:
(3B9ADA3B)

Attachment: MKS Change Order (RES-2022-1201 : NARC Football Fieldhouse - Change Order No. 1 & Final - Plumbing)

DIDONATO
ENGINEERING & ARCHITECTURAL PROFESSIONALS

689 Main Street
Buffalo, NY 14203
P 716 656-1900
F 716 656-1987
www.didonato.cc

December 2, 2022

Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221

Attn: Brian Armstrong
RE: North Amherst Recreation Center Football Fieldhouse TOA Job # 2021.044
Change Order PC-01

Dear Mr. Armstrong:

We recommend a change order (change order PC-01) in the amount of $2,353.00 to be accepted and processed. This change order includes the labor and materials for the following:

- RFP 001: The initial sink that was included in our project was a two-compartment sink as the concession stand is only going to be serving food and not preparing food. The Health Department at a previously constructed concession stand operating in the same way requested that a three-compartment sink should be installed. To avoid any issues with the Health Department it was decided to upgrade the sink on our project to a three-compartment sink. MKS provided a cost for this of $1,635.00. This cost has been reviewed and is acceptable to switch the two-compartment sink to a three-compartment sink.

- RFP#002: To winterize our building it was discovered that additional fittings would make the process more efficient and easier to do. MKS provided a cost to provide the additional fittings and needs to drain the building to allow for the proper installation. The cost for this work is $718.00. This price for labor and materials is acceptable and is included in this change order.

The various proposals have been reviewed by DiDonato Associates and appear to be acceptable for the change of work associated with this project. All backup information has been provided for your review.

If there are any questions, please do not hesitate to contact me at 656-1900
Sincerely,
DiDonato Associates, Engineering and Architecture, P.C.

Michael Hitzel

Michael Hitzel, AIA LEED AP
Project Architect
Encl: as outlined

Attachment: MKS Change Order (RES-2022-1201 : NARC Football Fieldhouse - Change Order No. 1 & Final - Plumbing)

MKS PLUMBING CORPORATION

19 RANSIER DRIVE
WEST SENECA, NY 14224

716-675-5771 PHONE
716-675-0441 FAX

ADDITIONAL WORK COST BREAKDOWN

TO: DIDONATO ENGINEERING&ARCHITECTURAL PROFESSIONALS
689 MAIN STREET
BUFFALO, N.Y. 14203

DATE: 10/6/2022
PROJECT: N.A.R.C. FIELDHOUSE

CONTRACT NO.: 2021.044
C.I. NO.:

ATTN: MIKE HITZEL

MKS#1 DESCRIPTION OF WORK
FURNISH AND INSTALL 3 BAY SINK. RETURN 2 BAY SINK FROM ORIGINAL CONTRACT.

LABOR RATE	QTY	PER	RATE		
PLUMBER FOREMAN		HR.	$ 97.72	$	-
PLUMBER JOURNEYMAN	1.00	HR.	$ 88.67	$	88.67
				$	-
		TOTAL LABOR		$	88.67

MATERIAL	QTY	PER	PRICE		
				$	-
SEE ATTCHED VP RETURN QUOTE	1.00	LS	$ (629.43)	$	(629.43)
				$	-
SEE ATTACHED VP QUOTE	1.00	LS	$ 1,949.60	$	1,949.60
SEE ATTACHED SUBMITTAL				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
		TOTAL MATERIALS		$	1,320.17

SUBCONTRACTORS			
		$	-
TOTAL SUBS		$	-

EQUIPMENT & TOOL	QTY	PER	RATE		
				$	-
				$	-
		TOTAL EQUIPMENT		$	-

OVERHEAD AND PROFIT			
LABOR	15%	$	13.30
MATERIAL	15%	$	198.03
SUBCONTRACTOR	5%	$	-
EQUIPMENT & TOOL	15%	$	-
		$	211.33

ADDITIONAL BOND COST	$	15.00
GRAND TOTAL	$	1,635.00

ANTHONY J. MARCHITTE

Attachment: MKS Change Order (RES-2022-1201 : NARC Football Fieldhouse - Change Order No. 1 & Final - Plumbing)

RETURN 2 BAY SINK

PRICE QUOTATION

VP Supply Corp - Buffalo
2200 Harlem Road
Cheektowaga, NY 14225
716-895-2800

Page : 1 Printed At : 13:34:41 05 OCT 2022

Quote Date	Quote No.	Quote Expiration Date	Writer	Slsm	WH
10/05/22	3295532	11/04/22	AAH	KJH	4

Quoted To:M.K.S.

MKS PLUMBING CORP
19 RANSIER DR
BUFFALO, NY 14224-2259

Ship To:M.K.S.

MKS PLUMBING CORP
19 RANSIER DR
BUFFALO, NY 14224-2259

NARC CONCESSION

Ln		Order Quant		EDP Code / Description	Net Price	UM	Ext Price
				Customer Contact: ANTHONY			
1							
2							
3		1		2C18X24-2-18X SCULLERY SINK ELKAY	629.431	EA	629.43
4				TOTAL CREDIT BACK			
5				INCLUDING RESTOCK AND FREIGHT			
6				BACK			

Net Amount	$629.43
Tax	~~$55.08~~
Quotation Total	~~$684.51~~

Attachment: MKS Change Order (RES-2022-1201 : NARC Football Fieldhouse - Change Order No. 1 & Final - Plumbing)

NEW 3 BAY SINK COST

PRICE QUOTATION

VP Supply Corp - Buffalo
2200 Harlem Road
Cheektowaga, NY 14225
716-895-2800

Page : 1 Printed At : 13:04:18 05 OCT 2022

Quote Date	Quote No.	Quote Expiration Date	Writer	Slsm	WH
10/03/22	3293220	11/02/22	DR	KJH	4

Quoted To:M.K.S.

MKS PLUMBING CORP
19 RANSIER DR
BUFFALO, NY 14224-2259

Ship To:M.K.S.

MKS PLUMBING CORP
19 RANSIER DR
BUFFALO, NY 14224-2259

NARC CONCESSION STAND

Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
		Customer Contact: ANT			
1	1	SUB			
		3C18X18-2-18X SINK	1949.600	EA	1949.60
2		120 DAYS LEAD TIME			
3		PLUS FREIGHT			

Net Amount	$1,949.60
Tax	~~$170.59~~
Quotation Total	~~$2,120.19~~

Attachment: MKS Change Order (RES-2022-1201 : NARC Football Fieldhouse - Change Order No. 1 & Final - Plumbing)

MKS PLUMBING CORPORATION

19 RANSIER DRIVE
WEST SENECA, NY 14224

716-675-5771 PHONE
716-675-0441 FAX

ADDITIONAL WORK COST BREAKDOWN

TO: DIDONATO ENGINEERING&ARCHITECTURAL PROFESSIONALS
689 MAIN STREET
BUFFALO, N.Y. 14203

ATTN: MIKE HITZEL

DATE: 12/1/2022
PROJECT: N.AMHERST RECREATION CENTER FIELDHOUSE
CONTRACT NO.: 2021.044
MKS JOB NO. M2224

MKS#2 DESCRIPTION OF WORK
PROVIDE AND INSTALL WINTERIZATION FITTING TO THE EXISTING R.P.Z. TO ACCOMPLISH INSTALLATION OF FITTINGS, THE BUILDING WILL BE DRAINED BY REMOVING ALL STOPS AND USING AN AIR COMPRESSOR TO BLOW DOWN ALL WATER LINES AT ALL FIXTURES.

AEWR# 26640

LABOR RATE	QTY	PER	RATE		
PLUMBER FOREMAN	3.00	HR.	$ 97.72	$	293.16
PLUMBER JOURNEYMAN	3.00	HR.	$ 88.67	$	266.01
				$	-
TOTAL LABOR				$	559.17

MATERIAL	QTY	PER	PRICE		
AIR CHUCK FITTINGS	3.00	EA	$ 14.99	$	44.97
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
				$	-
TOTAL MATERIALS				$	44.97

SUBCONTRACTORS			
		$	-
TOTAL SUBS		$	-

EQUIPMENT & TOOL	QTY	PER	RATE		
AIR COMPRESSOR	1.00	HR	$ 20.00	$	20.00
				$	-
TOTAL EQUIPMENT				$	20.00

OVERHEAD AND PROFIT			
LABOR	15%	$	83.88
MATERIAL	15%	$	6.75
SUBCONTRACTOR	5%	$	-
EQUIPMENT & TOOL	15%	$	3.00
		$	93.62

ANTHONY J. MARCHITTE

ADDITIONAL BOND COST

GRAND TOTAL $ 718.00

Attachment: MKS Change Order (RES-2022-1201 : NARC Football Fieldhouse - Change Order No. 1 & Final - Plumbing)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26849 **RESOLUTION 2022-1202** **ADOPTED**

NARC Football Fieldhouse - Change Order No. 1 & Final - Electric CRS No. 3757

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases this contract by $4,749.00. This change will cover the costs associated with installing additional occupancy sensors, main power distribution panel components and also several miscellaneous code-complaint electrical modifications.

Please note that the above request is contingent pending successful completion of the contract review procedure.

Funding for the above change order shall be from project account no. KP2207.4972.

Thank you for considering this request.

12/12/2022
Consent

FINANCIAL IMPACT:

KP2207-4972; $4,749.00

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

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Town of Amherst North Amherst Recreation Center Football Fieldhouse 655 New Road East Amherst, NY 14051	Contract For: Electrical Construction Date: July 05, 2022	Change Order Number: EC-01 Date: December 2, 2022
OWNER: *(Name and address)* Town of Amherst Town of Amherst Engineering 1100 North Forest Rd. Williamsville, NY 14221	**ARCHITECT:** *(Name and address)* DiDonato Associates Engineering & Architecture, P.C. 689 Main Street Buffalo, NY 14203	**CONTRACTOR:** *(Name and address)* Goodwin Electric Corporation 201 S. Youngs Road Williamsville, NY 14221

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PR-02 - Additional Occupancy Sensors
PR-03 - MDP Revisions
PR-04 - Misc. Electrical Revisions

The original Contract Sum was	$	124,300.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	124,300.00
The Contract Sum will be increased by this Change Order in the amount of	$	4,749.00
The new Contract Sum including this Change Order will be	$	129,049.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

DiDonato Associates Engineering & Architecture, P.C.	Goodwin Electric Corporation	Town of Amherst
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Michael Hitzel, Architect		
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA44)

Attachment: Goodwin Change Order (RES-2022-1202 : NARC Football Fieldhouse - Change Order No. 1 & Final - Electric)

DIDONATO
ENGINEERING & ARCHITECTURAL PROFESSIONALS

689 Main Street
Buffalo, NY 14203
P 716 656-1900
F 716 656-1987
www.didonato.cc

December 2, 2022

Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221

Attn: Brian Armstrong
RE: North Amherst Recreation Center Football Fieldhouse TOA Job # 2021.044
Change Order EC-01

Dear Mr. Armstrong:

We recommend a change order (change order EC-01) in the amount of $4,749.00 to be accepted and processed. This change order includes the labor and materials for the following:

- RFP 002: During construction it was discussed about how the lights in the hallway to the multiuse toilet rooms would be constantly on. To address this, it was proposed to add occupancy sensors to these lights so they would only operate once the door was opened and occupants were inside. The cost for this work and materials is $775.00, and is approved to be included in this change order.

- RFP-003: It was discovered in the existing electrical panel located in the North Amherst Recreation Center where our new power is being supplied from, that the existing connectors on the main bus were not present and needed to be supplied. Goodwin has provided a cost of $2,225.00 for labor and materials to shut down the main distribution panel and install the panel breaker connector kit to allow for our new electrical tie in and power to the new building. This cost was reviewed and is appropriate for the additional work being provided.

- RFP-004: During construction, some items that had already been installed needed modifications to be coordinated with other trade's work and also the Town inspector required some additional electrical items. This cost proposal contains various miscellaneous electrical revisions for the modifications and additional work. The additional items were to relocate and emergency light, install an attic light, provide conduit for a roll up door emergency sensor, and relocate the transformer. The cost for this work is $1,749.00 and has been reviewed to be acceptable to be included in this change order.

The various proposals have been reviewed by DiDonato Associates and appear to be acceptable for the change of work associated with this project. All backup information has been provided for your review.

If there are any questions, please do not hesitate to contact me at 656-1900
Sincerely,
DiDonato Associates, Engineering and Architecture, P.C.

Michael Hitzel, AIA LEED AP
Project Architect
Encl: as outlined

Attachment: Goodwin Change Order (RES-2022-1202 : NARC Football Fieldhouse - Change Order No. 1 & Final - Electric)

RFP-002

Goodwin Electric Corp.

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

18-Oct-22

DIDONATO
ENGINEERING & ARCHITECTURAL PROFESSIONALS
Michael J. Hitzel, AIA, LEED AP
Project Architect

RE: **North Amherst Recreation Center Fieldhouse**
FO ___ - Add Occupancy Sensors to Hallway Lighitng

Dear Michael,

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

Electrician Frmn	(	1.00	Hrs @	$	96.24)	$	96.24
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19)	$	-
Electrician Frmn OT	(	0.00	Hrs @	$	128.16)	$	-
Electrician	(	2.00	Hrs @	$	88.70)	$	177.40
Electrician 2nd	(	0.00	Hrs @	$	98.57)	$	-
Electrician OT	(	0.00	Hrs @	$	116.95)	$	-
(4) fixture mounted occ sensors						$	380.00
Subtotal						$	653.64
O&P						$	98.05
Bond						$	23.23
Total Add						$	775.00

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

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: Goodwin Change Order (RES-2022-1202 : NARC Football Fieldhouse - Change Order No. 1 & Final - Electric)

RFP-003

Goodwin Electric Corp.

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

18-Oct-22

DIDONATO
ENGINEERING & ARCHITECTURAL PROFESSIONALS
Michael J. Hitzel, AIA, LEED AP
Project Architect

RE: **North Amherst Recreation Center Fieldhouse**
FO ___ - Make Revisions to Existing MDP

Dear Michael,

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

1.) This includes a shutdown of the MDP to install the connectors on the main bus
2.) Coordination of this shutdown for first shift work

Electrician Frmn	(	4.00	Hrs @	$	96.24	)	$ 384.96
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19	)	$ -
Electrician Frmn OT	(	0.00	Hrs @	$	128.16	)	$ -
Electrician	(	4.00	Hrs @	$	88.70	)	$ 354.80
Electrician 2nd	(	0.00	Hrs @	$	98.57	)	$ -
Electrician OT	(	0.00	Hrs @	$	116.95	)	$ -
Eaton Panelboard Breaker Connector Kit							$ 1,200.00
Subtotal							$ 1,939.76
O&P							$ 290.96
Bond							$ 68.93
Total Add							$ 2,300.00
Negotiated							$ (75.00)
New Total							$ 2,225.00

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

Goodwin Electric Corp.,

Kevin Martin

Attachment: Goodwin Change Order (RES-2022-1202 : NARC Football Fieldhouse - Change Order No. 1 & Final - Electric)

RFP-003

Goodwin Electric Corp.

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

11-Nov-22

DIDONATO
ENGINEERING & ARCHITECTURAL PROFESSIONALS
Michael J. Hitzel, AIA, LEED AP
Project Architect

RE: **North Amherst Recreation Center Fieldhouse**
FO ___ - Misc Electrical Revisions

Dear Michael,

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

Electrician Frmn	(	2.27	Hrs @	$	96.24	)	$ 218.46
Electrician Frmn 2nd	(	0.00	Hrs @	$	107.19	)	$ -
Electrician Frmn OT	(	0.00	Hrs @	$	128.16	)	$ -
Electrician	(	11.76	Hrs @	$	88.70	)	$ 1,043.21
Electrician 2nd	(	0.00	Hrs @	$	98.57	)	$ -
Electrician OT	(	0.00	Hrs @	$	116.95	)	$ -
Material							$ 213.83
Subtotal							$ 1,475.50
O&P							$ 221.33
Bond							$ 52.43
Total Add							$ 1,749.00

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

Goodwin Electric Corp.,

Kevin Martin
Project Manager

Attachment: Goodwin Change Order (RES-2022-1202 : NARC Football Fieldhouse - Change Order No. 1 & Final - Electric)

RE: **North Amherst Recreation Center Fieldhouse**
FO ___ - Misc Electrical Revisions

Description		Qty		Material	Labor
RELOCATE EMERG LIGHT		1	$	-	0.50
12/2	MC CABLE	20	$	14.24	0.41
ROLL UP DOOR EDGE SENSOR		1		FBO	1.25
1/2"	EMT	3	$	1.66	0.21
1/2"	EMT STEEL SS CONN	2	$	1.96	0.22
1/2"	EMT STEEL SS COUP	1	$	0.98	0.06
1/2"	MINERALLAC STRAP	2	$	2.24	0.15
1/2"	CADDY 3508P MTL STUD	2	$	2.64	0.11
4 SQ BOX	1-1/2D 1/2 & 3/4 KO	1	$	2.01	0.28
4 SQ	1/2D 1G PLASTER RING	1	$	1.54	0.12
4 SQ	4 SQ BLANK COVER	1	$	1.28	0.06
#18-4/C	TWSTD SHLD PR	15	$	12.17	0.14
	WIRE NUTS	6	$	1.38	0.45
ATTIC LIGHT		1	$	35.00	0.60
12/2	MC CABLE	22	$	15.66	0.45
	MC CONN	2	$	2.40	0.30
	WIRE NUTS	6	$	1.38	0.45
4 OCT BO	1-1/2D 1/2 KO	1	$	4.30	0.28
	BOX HANGER	1	$	8.89	0.56
WATER LINE GROUNDING CLAMP		0	$	-	0.00
4	BARE STR CU	0	$	-	0.00
	MISC HARDWARE	0	$	-	0.00
RELOCATE TRANSFORMER, TIME CLOCK AND CONTACTOR					1.00
1/2"	EMT	20	$	11.08	1.42
1/2"	EMT STEEL SS COUP	2	$	1.96	0.11
1/2"	MINERALLAC STRAP	4	$	4.48	0.30
1/2"	CADDY 3508P MTL STUD	4	$	5.28	0.22
12	THHN STR CU	60	$	18.49	0.43
1 1/2"	EMT	5	$	24.75	0.89
1 1/2"	EMT STEEL SS COUP	1	$	2.95	0.18
1 1/2"	CADDY 35012P MTL STD	1	$	2.86	0.18
1/4-20	3/8 SCREW	1	$	0.58	0.00
1 1/2"	MINERALLAC STRAP	1	$	2.24	0.07
4	THHN STR CU	15	$	25.32	0.30
8	THHN STR CU	5	$	4.11	0.05
Total Adds			**$**	**213.83**	**11.76**

Attachment: Goodwin Change Order (RES-2022-1202 : NARC Football Fieldhouse - Change Order No. 1 & Final - Electric)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26850 **RESOLUTION 2022-1203** **WITHDRAWN**

Bulk Ferric Chloride Agreement PVS Technologies, Inc. CRS No. 3766

The current contract available for the Plant to purchase Ferric Chloride is set to expire on December 13, 2022 and the current vendor is unwilling to extend the existing contract due to materials supplier cost increases. As the new contract to purchase this chemical will not become available for a couple months, we are seeking Town Board authorization ahead of CRS approval of the attached proposal in order to purchase this chemical in bulk at a delivered cost of $1,195.00/dry ton ($1.75/lb Fe) from December 14, 2022 through February 8, 2023.

Funds for this request are available in account G9916-4800

Thank you for considering this request.

FINANCIAL IMPACT:

G9916-4800; $1,195.00 per dry ton

RESULT: WITHDRAWN

AGREEMENT

Let this document stand as an Agreement between PVS Technologies Inc. and the Town of Amherst permitting the Town of Amherst to purchase Bulk Ferric Chloride- 38-42 percent solution. At the delivered cost of $1,195.00/Dry Ton ($1.74/lb. Fe). This agreement will be valid from December 14, 2022 through February 08, 2023 and effective from date of TB Approval by the Town of Amherst.

Agreed to and Accepted by:
PVS Technologies Inc.

By: _____
Signature

_____
Printed name

_____
Title

Date: _____

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Ferric Chloride Agreement (RES-2022-1203 : Bulk Ferric Chloride Agreement)

Dean, Tom

From: Holevinski, Steve <SHolevinski@PVSChemicals.com>
Sent: Tuesday, November 29, 2022 2:30 PM
To: Dean, Tom; Mikkelson, Craig
Cc: Burroughs, Jeffrey
Subject: RE: Town of Amherst Ferric Chloride Solution

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.
Hi Tom,

PVS Technologies would be able to offer the following delivered to Amherst NY for the temporary pricing period 12-14-22 thru 2-8-23:

Product: Ferric Chloride – 38-42% solutions
Price: $1195/Dry Ton ($1.74/lb. Fe) delivered to Amherst WWTP. Pricing valid 12-14-22 thru 2-8-23
FOB: Delivered to Amherst NY
Quantity: Full bulk deliveries

All current shipping terms and conditions will be extended through temporary pricing period 12-14-22 thru 2-8-23.

If Amherst NY is in agreement of temporary pricing please let us know and provide a PO to cover the above time period.

Thanks,

PVS chemistry for daily life™

Steve Holevinski
Account Manager, PVS Chemicals, Inc.

Office: +1 (716) 825-5762 X-6243 | **Mobile:** +1 (716) 984-6919 | **Email:** SHolevinski@pvschemicals.com
Web: www.pvschemicals.com

From: Dean, Tom <TDean@amherst.ny.us>
Sent: Tuesday, November 29, 2022 11:09 AM
To: Holevinski, Steve <SHolevinski@PVSChemicals.com>; Mikkelson, Craig <CMikkelson@PVSChemicals.com>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>
Subject: RE: Town of Amherst Ferric Chloride Solution
Importance: High

This email message is from an external sender. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attachment: Ferric Chloride Agreement (RES-2022-1203 : Bulk Ferric Chloride Agreement)

Hello Craig / Steve,

Would you provide a pricing proposal to provide Ferric Chloride to the Town of Amherst from 12/14/2022 through February 8, 2023. I would like this proposal to meet the terms of our existing contract with a price modification, per say.

Please let me know your thoughts.

Best regards!

Tom

Tom Dean
General Crew Chief - Purchasing
Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst, NY 14228
716.691.9771 ext. 8041
tdean@amherst.ny.us

From: Holevinski, Steve <SHolevinski@PVSChemicals.com>
Sent: Wednesday, November 23, 2022 10:28 AM
To: Dean, Tom <TDean@amherst.ny.us>; Mikkelson, Craig <CMikkelson@PVSChemicals.com>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>
Subject: RE: Town of Amherst Ferric Chloride Solution

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.
Hi Tom,

Craig is travelling today but I can answer on his behalf. There have been dramatic increases in the cost of chlorine and overall raw materials since the last time we established pricing with Amherst. Unfortunately, we will not be able to extend our current pricing after it expires.

We have been able to offer bridge or temporary pricing in circumstances like this in the past, but Amherst must be able to issue a temporary PO to allow this to happen. Craig should be available again on Monday and will be able to offer temporary pricing until the bid package can be put in place.

Does Amherst have the ability to create a temporary PO until the new bid pricing is established?

From: Dean, Tom <TDean@amherst.ny.us>
Sent: Wednesday, November 23, 2022 9:32 AM
To: Holevinski, Steve <SHolevinski@PVSChemicals.com>; Mikkelson, Craig <CMikkelson@PVSChemicals.com>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>
Subject: Town of Amherst Ferric Chloride Solution
Importance: High

! This email message is from an external sender. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Craig / Steve,

Knowing that PVS doesn't want to extend the current Ferric Chloride with the Town of Amherst for an additional 2 years, we will be going out to bid in a couple weeks. Our current contract is set to expire 12/13/2022 which leads me to ask if

Attachment: Ferric Chloride Agreement (RES-2022-1203 : Bulk Ferric Chloride Agreement)

PVS would help us out and agree to a 60 or 90 day extension of our current contract, enabling us time to get this new bid in place.

Thank you for your consideration!!!

Best regards!

Tom

Tom Dean
General Crew Chief - Purchasing
Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst, NY 14228
716.691.9771 ext. 8041
tdean@amherst.ny.us

Attachment: Ferric Chloride Agreement (RES-2022-1203 : Bulk Ferric Chloride Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26852 **RESOLUTION 2022-1204** **ADOPTED AS AMENDED**

Chesterton 442 Mechanical Seals Purchase Corrosion Products and Equipment CRS No. 3762

The Engineering Department - Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign the attached agreement with Corrosion Products and Equipment, the sole source provider for Chesterton mechanical seals. This agreement is to purchase four (4) Chesterton 442 mechanical seals at the total cost of $5,444.00 plus freight.

Funds are available in account G9916-4921.

Please note that the above request is contingent pending successful completion of the contact routing process.

Thank you for considering this request.

12/12/2022
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 4-0. The amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 4-0.

FINANCIAL IMPACT:

G9916-4921; $5,444.00 plus freight

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

AGREEMENT

Let this document stand as an Agreement between CPE, Corrosion Products & Equipment and the Town of Amherst permitting the Town of Amherst to purchase the (4) mechanical seals listed on attached quote 442C Mech Seal, dated 11/7/2022. The term of this agreement will be from date of Town Board approval by the Town of Amherst through 12/31/2022.

Agreed to and Accepted by:

CPE, Corrosion Products and Equipment

By: _____
Signature

Jim Hudson
Printed name

NY Branch Manager
Title

Date: 11/8/2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Corrosion Products Agreement (RES-2022-1204 : Chesterton 442 Mechanical Seals Purchase)

CHESTERTON
Global Solutions, Local Service.

July 21, 2022

TO WHOM IT MAY CONCERN:

Please be advised that Corrosion Products and Equipment Inc. is the exclusive distributor of Chesterton products for the states of Maine, Vermont, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, the Eastern portion of Pennsylvania.

You should be advised that Corrosion Products & Equipment maintains a complete inventory of Chesterton Products so that they can service you promptly and from stock. Corrosion Products & Equipment also employs full-time knowledgeable Chesterton Specialists who are trained in the technical aspects of our business and in troubleshooting.

All applicable Chesterton warranties and guarantees are extended to all customers purchasing Chesterton products from Corrosion Products & Equipment.

Corrosion Products & Equipment has our full factory support. We encourage you to advise them of your requirements for Chesterton Products.

Very truly yours,

Jeff Jolin
Global Distribution & Corporate Contracts Manager

A.W. Chesterton Company, 860 Salem Street, Groveland, Massachusetts 01834 USA • Tel: (978) 469-6446 Fax: (978) 469-6528 • www.chesterton.com

Attachment: Corrosion Products Agreement (RES-2022-1204 : Chesterton 442 Mechanical Seals Purchase)

CORROSION PRODUCTS & EQUIPMENT

Quote

	442C Mech Seal
	11/7/2022

Town Of Amherst
Attn: John Atkins

Corrosion Products & Equipment
110 Elmgrove Park
Rochester, NY 14624
P: 585-247-3030
F: 585-247-7268

Pat Occhiuto		TBD	FOB Origin
Cell: 716-445-4551	Email: acchiuto@corrosion-products.com		

4	Part# 2090469 442C 1.875 SPK RSC/RSC S EP $1361.00 Ea	$5444.00

Pricing valid for 30 days from date quoted.

	$5444.00 + Shipping

Above pricing does not include freight charges. Items will be shipped FOB Point of Origin, prepay and add unless otherwise specified.

Thank you for your business!

Attachment: Corrosion Products Agreement (RES-2022-1204 : Chesterton 442 Mechanical Seals Purchase)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26854 **RESOLUTION 2022-1205** **ADOPTED**

Cooling Tower PACO Pump Replacement Siewert Equipment, LLC CRS No. 3768

The Engineering Department WPCF needs to replace a cooling tower Paco Pump, model 30707-LC as stated on the attached Siewert Equipment quote QTRoch04052 Rev 1. The total cost for the pump, components and start up service will be $9,681.00. This pump and its support can only be purchased through Siewert Equipment the "Sole Source" provider of Paco Pumps.

The WPCF is requesting the Town Board authorize the Supervisor to sign an agreement to procure the items listed above.

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

Funds are available in account KP2136-2150.

Thank you for considering this request.

12/12/2022
Consent

FINANCIAL IMPACT:

KP2136-2150; $9,681.00

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

AGREEMENT

Let this document stand as an Agreement between Siewert Equipment, LLC and the Town of Amherst permitting the Town of Amherst to purchase the PACO pump items listed on Siewert Quotation QTRoch04052 REV 1, dated 10/03/2022. The term of this contract will be from date of Town Board approval by the Town of Amherst through March 31, 2023.

Agreed to and Accepted by:

Siewert Equipment, LLC.

By: _____
Signature

Jerry Connolly
Printed name

VP of Sales
Title

Date: 11/4/2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Siewert Agreement (RES-2022-1205 : Cooling Tower PACO Pump Replacement)

GRUNDFOS

Grundfos Water Utility, Inc
902 Koomey Road
Brookshire, TX 77423

March 24, 2022

Siewert Equipment
175 Akron St.
Rochester, NY 14609

To whom it may concern:
Siewert Equipment is the sole Authorized Distributor in the Water Utility/Municipal* market for Grundfos Water Utility, Inc. which includes:

- Paco
- Grundfos (Wastewater and Clean water products)
- Yeomans, Morris, Chicago

These products are authorized in the following counties of New York State:
All counties North of the counties of Sullivan, Ulster and Dutchess including:: Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, St. Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

Sincerely,

Michael Ciacciarella
Northeast District Sales Manager

Attachment: Siewert Agreement (RES-2022-1205 : Cooling Tower PACO Pump Replacement)

QUOTATION

Quote No. QTRoch04052 Rev 1

Attention: Tom Dean
Order Date 10/03/2022

SIEWERT EQUIPMENT
A Division Of
CUMMINS-WAGNER
100% Employee Owned

Siewert Equipment
175 Akron Street
Rochester NY 14609
United States

Phone: (585) 482-9640
FAX: (585) 482-4149

INFRASTRUCTURE BONDS

Ship To:
TOWN OF AMHERST WWTP#16
455 Tonawanda Creek Rd
Amherst NY 14228-1297
United States

Bill To:
TOWN OF AMHERST WWTP#16
455 Tonawanda Creek Rd
Amherst NY 14228-1297
United States

Customer	Quoted By	Sales Rep
201077 TOWN OF AMHERST WWTP#16	Sherri McNamara	Craig Moore
Payment Terms	**Instructions**	**VIA**
Net 30		

Tom,
We are pleased to quote the following:

LN	Item	Description	Quantity	Unit Price	Ext. Price
1	NSNY001	PACO model 30707-LC is a close coupled pump. Please see attached for more detailed information.	1	5,280.00	5,280.00
2	START UP	Field Service Start-up for a PACO pump per day.	1	1,600.00	1,600.00
3	NSNY001	PACO 4" x 8 – 1/8" suction side rubber expansion joints, EPDM tube/cover, poly reinforcement, single open arch, 150# drilled flanges, carbon steel retaining rings/control rods	1	1,513.00	1,513.00
4	NSNY001	PACO 3" x 7 – 3/16" discharge side expansion joints with similar BOM	1	1,288.00	1,288.00
		THIS IS NOT AN INVOICE ADDITIONAL CHARGES MAY APPLY			

SUBTOTAL	9,681.00
TAX	0.00
SHIPPING	0.00
ORDER TOTAL	9,681.00

Price quoted above is FOB Factory, freight allowed to jobsite.
Leadtime is 12 weeks ARO.
Sales tax is not included, add any applicable sales tax or provide a tax-exempt certificate at the time of order.
Credit Card orders will incur an additional 4% processing fee.
Prices are valid for 30 days from the bid date, after that subject to price escalation.

Quoted prices are subject to change based on market conditions until a PO is accepted.
Cummins-Wagner terms and conditions applicable to this document are found on our website at www.cummins-wagner.com

Attachment: Siewert Agreement (RES-2022-1205 : Cooling Tower PACO Pump Replacement)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26805 **RESOLUTION 2022-1206** **ADOPTED**

Detective Sergeant/Police Department

Please appoint a Detective Sergeant to the Police Department. Temporary, effective December 13, 2022, at an annual salary of $98,139 for Ronald Smith.

This promotion is for an employee currently serving as Detective and is replacing an employee who retired.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26806 **RESOLUTION 2022-1207** **ADOPTED**

Assessment Clerk/Assessor's Office

Please reappoint an Assessment Clerk to the Assessor's Office, Provisional, pending satisfactory completion of a Civil Service Examination. Effective December 13, 2022, at an annual salary of $36,760, Grade 3, Step D for Jill McKinnon.

This is a reappointment of the employee currently serving Provisionally.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26808 **RESOLUTION 2022-1208** **ADOPTED**

Real Property Appraisal Technician/Assessor's Office

Please appoint a Real Property Appraisal Technician to the Assessor's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 1, 2023, at an annual salary of $44,983, Grade 11, Step A for Diane Watt.

This promotion is for an employee currently serving as Assessment Clerk.
Replacing an employee who was promoted.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26810 **RESOLUTION 2022-1209** **ADOPTED**

Building Maintenance Mechanic-HVAC/Building Maintenance/Facilities

Please create and appoint a Building Maintenance Mechanic-HVAC to the Building Maintenance/Facilities Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective January 2, 2023, at an annual salary of $63,088, Grade 14, Step E for Henry Slisz.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26812 **RESOLUTION 2022-1210** **ADOPTED**

Maintenance Worker/Youth & Recreation Department

Please appoint a Maintenance Worker to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an hourly rate of $21.62, Step E for Christopher Riley.

This is a promotion for an employee currently serving as Laborer.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26820 **RESOLUTION 2022-1211** **ADOPTED**

Police Lieutenant/Police Department (2 Positions)

Please appoint two (2) Police Lieutenants to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an annual salary of $101,601 for Brett Christmann & Adam Olson.

These promotions are for employees currently serving as Police Officers.
Replacing an employee who resigned and filling a vacancy.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26822 **RESOLUTION 2022-1212** **ADOPTED**

Police Officer/Police Department

Please reinstate Mark Borow to Police Officer. He will be resigning from his current position as Police Lieutenant effective December 12, 2022.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26823 **RESOLUTION 2022-1213** **ADOPTED**

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an annual salary of $95,467 for Mark Borow.

This is a promotion for an employee who resigned from Police Lieutenant and is currently serving as Police Officer. Replacing an employee who was promoted.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26836 **RESOLUTION 2022-1214** **ADOPTED**

Assistant Code Enforcement Officer/Building Department

Please appoint an Assistant Code Enforcement Officer to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective December 13, 2022 at an annual salary of $48,964, Grade 12, Step B for John Whitehead Jr.

Due to a vacancy.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26837 **RESOLUTION 2022-1215** **ADOPTED**

Principal Clerk Typist/Engineering Department

Please appoint a Principal Clerk Typist to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an annual salary of 43,535, Grade 7, Step D for Crystal Russell.

This is a promotion for an employee currently serving as Senior Clerk Typist.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26838 **RESOLUTION 2022-1216** **ADOPTED**

Senior Account Clerk/Engineering Department

Please appoint a Senior Account Clerk to the Engineering Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective December 13, 2022 at an annual salary of $41,665, Grade 6, Step D for Jessica Zigrossi.

This is a promotion for an employee currently serving as Clerk Typist.

12/12/2022
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 26794 **RESOLUTION 2022-1217** **ADOPTED**

Updated Computer and Mobile Device Usage Policy - 2022

WHEREAS, a Computer Usage Policy was originally adopted by the Amherst Town Board on May 16, 2005; and

WHEREAS, a revised Computer Usage and Mobile Device Usage Policy was adopted by the Amherst Town Board on July 17, 2017; and

WHEREAS, a revised Computer Usage and Mobile Device Usage Policy was adopted by the Amherst Town Board on November 30, 2020; and

WHEREAS, a revised Computer Usage and Mobile Device Usage Policy was adopted by the Amherst Town Board on November 8, 2021; and

WHEREAS, employee compliance with this policy facilitates the official work of the Town and will contribute to the Town's mission of providing secure, responsive and cost-effective services to its residents; and

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board does hereby approve an updated Computer and Mobile Device Usage Policy;

BE IT FURTHER RESOLVED that Department Heads inform their staff of this updated Computer and Mobile Device Usage Policy; and

BE IT FURTHER RESOLVED that the Information Technology Department provide this policy on the Town's Intranet for distribution, printed or electronic, to all Town of Amherst computer or mobile device users and teleworkers.

12/12/2022
Consent

FINANCIAL IMPACT:

None

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

Town of Amherst
Computer and Mobile Device Usage Policy

Revised November, 2021

Introduction

The Town of Amherst adopted a revised **Computer Usage Policy** in 2020. Since that time, additional technologies continue to emerge. This document is intended to serve as an update to the existing Town of Amherst Computer Usage Policy. This policy covers the Town's Business Network only and does not include the Amherst Police Department.

The Town of Amherst provides elected officials, department heads, departments and staff with a variety of information technology (IT) resources. Traditional IT resources include, but are not limited to, personal computers, printers, multi-function copiers, fax machines, scanners, etc. During the course of the last several years, mobile devices have been added to this list of resources. For the purposes of this document, mobile technologies are defined to include Laptop computers, tablets, smartphones, and wireless access points or MiFi devices.

Both traditional and mobile IT devices access valuable Town (enterprise) resources such as file servers, databases, applications, email and the Internet. It is imperative that hardware or equipment resources, as well as information assets, be protected and safeguarded.

The Town's wide area network, formal connection to the Internet and email services are provided to system users to conduct official Town business. Upgrades to these facilities contribute to the Town's mission of providing responsive and cost-effective services to its residents. The use of these facilities by any employee or other person authorized by the Town must be consistent with this policy.

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

Principles of Acceptable Use

Town of Amherst computer and mobile device users are required to:

i. Respect the privacy of other users. For example, users shall not intentionally seek information, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.

ii. Respect the legal protection provided to programs and data by Copyright and license.

iii. Protect data from unauthorized use or disclosure as required by state and federal laws and regulations.

iv. Respect the integrity of computing systems. For example, users shall not use or develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of an application, computer or network resource.

v. Safeguard their accounts and passwords. Accounts and passwords are normally assigned to single users and are not to be shared with any other person without authorization. Users must try to protect their logon sessions by locking their PC or mobile device when not in use for more than a few minutes. Users are expected to report any observations of attempted failed logins or other security violations.

vi. Utilize Town provided IT resources to conduct Town business only. Incidental personal use, although not specifically authorized, is expected within reasonable limits. It is the duty of department heads and the IT Department to monitor all systems for personal use and report any significant violations of this policy to the Human Resources Department.

vii. Access email and Internet resources with great care. The proliferation of cyber threats via email, Internet websites as well as malicious software of mobile apps requires users to be diligent and report any suspicious email, website content or software threats to the IT Department.

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

Unacceptable Use

The following present unacceptable use of Town of Amherst enterprise computer or mobile devices.

i. For any illegal purpose or activity.

ii. For any activity unrelated to an employee's official assignment, job responsibilities or the mission of the Town, except for non-political Union announcements.

iii. To receive, view or transmit threatening, pornographic, degrading, obscene or harassing materials or correspondence.

iv. For unauthorized distribution of Town of Amherst data and information.

v. To access data, files or directories which the user does not have adequate permission.

vi. To download, install or use unlicensed or pirated software.

vii. To connect any personal, storage or network device without the expressed permission of the IT Department.

viii. To access personal email.

ix. To interfere with or disrupt network users, services or equipment.

x. For private purposes such as marketing or business transactions.

xi. For solicitation for religious, political or other causes.

xii. For unauthorized not-for-profit business activities.

xiii. For private advertising of products or services.

xiv. For any other activity to foster personal gain.

Exceptions

- Incidental use of computer services relating to retirement, deferred compensation or medical coverage shall not be considered a violation of this policy. Employees are expected to follow individual department policies or request permission for these activities from their department head.

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

Agency Rights

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 251 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. System administrators can monitor all network activity, e-mail and Internet access requests, and will monitor messages as necessary to assure efficient performance and appropriate use. Any email messages, Internet use or other network logs relating to or in support of illegal activities will be reported to the appropriate authorities.

The Town's Network Security Logon Message is presented to each network user at logon. The current network security logon message is found below.

> *Network Security Logon Message*
>
> *You are logging onto the Town of Amherst's internal network. This secure network is for the use of authorized users only. All users must comply with the Computer and Mobile Device Usage Policy approved by the Amherst Town Board. If you are unfamiliar with this policy, please contact your supervisor, department head, or the Information Technology Department. Individuals using the computer system or network resources without authority, or in excess of their authority, are subject to having their activities on this system monitored, recorded and/or revoked by system administrators. In the course of monitoring individuals improperly using this system, or in the course of system maintenance, the activities of authorized users may also be monitored. Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals possible criminal activity, system administrators will provide the evidence of such monitoring to law enforcement officials. By clicking the OK button below, you are agreeing to the conditions stated in this message. If you do not agree, do not click OK and contact your supervisor, department head or the Information Technology Department.*

The Town reserves the right to suspend or remove a user account from the Town's computer network.

The Town will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained is at the user's risk.

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

Any computer or mobile device connected to the Town's computer network must have anti-virus software installed by the IT Office. System users are not permitted to tamper with or disable any anti-virus or network configuration that might allow malicious content access to the device.

The Town reserves the right to change its policies and rules at any time. The Town makes no warranties (expressed or implied) with respect to Internet service, and it specifically assumes no responsibilities for:

i. The content of any advice or information received by a user outside the Town of Amherst or any costs or charges incurred as a result of seeking or accepting such advice;

ii. Any costs, liabilities or damages caused by the way the user chooses to use his/her Town issued computer, mobile device or Internet access;

iii. Any consequences of services interruptions or changes even if these disruptions arise from circumstances under the control of the Town. The Town's computer network and Internet services are provided on an as is, as available basis.

Network Passwords

Network passwords are an essential component of overall network security. One of the most important aspects of passwords is secrecy. Town of Amherst network users are mandated to protect the confidentiality of their individual passwords. The following password practices are required. Network users should

a. never write down passwords and place them in plain sight in their computer work area.

b. never place notes with their username or password on their computer monitor, keyboard, desk calendar, desk area, etc.

c. keep any written passwords in a secure area such as a wallet, purse of other locked space.

Any violations of this policy will be reported to the Department Head and the Human Resources Director. The Town reserves the right to suspend or disable a user account at any time.

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

A new Town of Amherst network user password policy is in effect. This new policy, in combination with a self-service password reset module, is intended to both improve network security while allowing users a ----- password expiration cycle. In addition, network users will be notified of their impending password expiration at the following intervals: 10 days, 7 days, 3 days, and 1 day prior to password expiration and account lock out.

Password must meet the following ----------.

a. ----------

b. ----------

c. ----------

d. ----------

---------- are enforced when passwords are ----------.

Mobile Devices

Town issued mobile devices include, but are not limited to, smartphones and tablets. For all Town issued mobile devices with access to Town of Amherst network resources, only those applications which are approved by the IT Department may be installed and or run on the mobile devices. Any requested applications that are not included on an approved applications list require approval by the Department Head and IT Department. Wherever possible, applications must be digitally signed to ensure that only applications from trusted entities are installed on the device and that code has not been modified. In cases where third-party applications are provided outside Apple or Android stores, the IT Department will work with specific vendors to ensure proper and secure configuration is attained.

Town issued mobile devices shall be enrolled in Mobile Device Management (MDM) software managed by the IT Department to ensure these devices are in compliance with the following: ----------, application deployment, location services required for lost or stolen equipment, remote locking and/or wiping of the device, ---------- configuration and support, centralized reporting on device activity.

Town supplied mobile devices should be secured with adequate ----------. Where possible, mobile devices should be rendered inaccessible after ----------. Mobile devices should automatically be locked after being idle ----------.

Any Town issued mobile device connecting to the Town's computer network or resources shall use an authorized ---------- client or application. All ---------- shall be authorized, managed and monitored by the IT Department.

Town issued mobile devices may not access the Town's computer network or resources unless their operating system environment has been verified. Rooted or jailbroken devices are not permitted access to the Town's computer network or resources.

Users of Town issued mobile devices shall report lost or stolen equipment immediately. Any suspected security, software or information systems problems must also be reported immediately.

In addition to Town provided mobile devices, personal mobile devices (smartphones and tablets) that are configured with direct access to ---------- shall be enrolled in the Town's MDM software. These mobile devices will be required to maintain ----------. This enrollment will allow for device location services, locking or wiping of the device and disabling of ----------. Users of personal mobile devices that are enrolled in the Town's MDM software shall report lost or stolen equipment immediately. Once reported, the ---------- access on that device. The owner of that device will then have the option for additional steps to be taken (i.e., locking or wiping the device). Enrollment in the Town's MDM software does not provide access to installed ---------- stored on personal mobile devices. Additionally, there shall be no restrictions on application installation on personal mobile devices. Town employees may decline participation in MDM enrollment resulting in the removal of direct access to ----------. In these cases, those devices may access ---------- via ----------.

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

Telework

The COVID-19 pandemic has resulted in dramatic changes to the Town's ----------. Prior to March, 2020, the Town of Amherst had a ----------. Due to COVID-19 restrictions, the Town of Amherst ----------. The IT Department requires approval from Department Heads to add and configure employees as ----------.

All ---------- configuration require a ----------. In addition, every ---------- computer or mobile device must ---------- using a ----------. All ---------- shall be authorized, managed and monitored by the IT Department. The IT Department reserves the right to inspect and authorize ----------. All ---------- will require ----------.

The IT Department reserves the right to ---------- equipment for ---------- applications. All ---------- equipment will require ---------- application. ---------- using ---------- will have the option to purchase and install ---------- or request that the IT staff ---------- application.

The Town of Amherst has developed a ---------- program to assist staff requiring ---------- equipment. The IT Department manages ---------- this equipment in cooperation with each Department Head request. Town staff and IT Staff are required to ----------. If and when this equipment is ----------, Town staff will ----------.

Enforcement and Violations

This document is intended to provide a definition of acceptable and unacceptable computer and mobile device usage for Town of Amherst provided equipment and resources. This document is not intended to be exhaustive or all-inclusive. Due to the rapid changes in information technology, this document presents general guidelines and principles for acceptable use.

All Town computer or mobile device users are expected to understand this policy and the general concepts contained herein. If, for any reason, a computer or mobile device user is unclear about acceptable use of Town issued equipment or resources, they are directed to contact their department head and/or the IT Department for clarification.

This IT Department will review alleged violations of the Computer and Mobile Device Usage Policy. Upon discovery of any violation of this policy, the employee's department head and/or immediate supervisor will be notified. It will be the department head's responsibility to meet with the suspected offender and discuss the reported violation(s).

In the event the violating activity is considered egregious, excessively frequent or is suspected to constitute a crime, the offender may be subject to discipline up to and including termination, pursuant to applicable collective bargaining agreements and/or Civil Service Laws.

Attachment: REDACTED FOR AGENDA - updated computer and mobile device usage policy (221130) (RES-2022-1217 : Updated Computer and

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 26802 **RESOLUTION 2022-1218** **ADOPTED**

Windstream Monthly Telecommunication Recurring Charges – CRS #3743

WHEREAS, the Town of Amherst is currently engaged in a month to month contract with Windstream Enterprise to provide telecommunication services for Town buildings, and;

WHEREAS, the vendor's infrastructure has been upgraded to accommodate the telecommunication needs for the Town of Amherst, and;

WHEREAS, we request the Town Board to waive the insurance requirements as the vendor handles services remotely and does not come on Town property,

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign an updated contract with Windstream Enterprises, CRS #3743.

12/12/2022
Consent

FINANCIAL IMPACT:

Estimated monthly charges $2541.50 - A1953-4060

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

WINDSTREAM ENTERPRISE

New York State Telecommunication Connectivity Services (Statewide and County)
Award #23100, Contract #PS68709

Request for Service
RE: Town of Amherst

Date: 11/2/2022

Customer: Town of Amherst

Billing Address: 5583 Main St
City: Williamsville
State:NY **Zip:14221**
Contact: David Willer **Contact #:** 716-631-7059

Comments:

Services Contract Renewal

Location: 5583 Main St Williamsville NY 14221

Service(s) Requested: MPLS and PRI
Acct# 4330913

Pricing Information:
Monthly Recurring Charges (MRC)

Ethernet MPLS 5MB Loop/Port	$520.00 (NYSOGS MRC Lot 2, line 1)
Ethernet FSLC	$ 67.00 (NYSOGS MRC Pass-through, line 12)
Ethernet DYIP 5MB	$520.00 (NYSOGS MRC Lot 1 Voice, line 1)
PRI Unlimited Local QTY	$425.00 (NYSOGS MRC Lot 1 Voice, line32)
PRI FSLC	$ 33.50 (NYSOGS MRC Pass-through, line 12)
Block of 20 DIDs QTY 11 @ $5.50	$ 60.50 (NYSOGS MRC Lot 1 Voice, line 33)
Directory Listing QTY 22 @ $4.25	$ 93.50 (NYSOGS MRC Lot 1 Voice, line 61)

Total including all fees including but not limited to taxes, surcharges and regulatory fees $1719.50

Local/Long Distance Dedicated Rates: Local - $0.0008 (lot 1 line 58), Intralata $0.0019 (lot 1 line 34), Intrastate $0.0022 (lot 1 line 36), Interstate $0.0019 (lot 1 line 37)

6 Seconds Increments all

Attachment: windstream proposal 221205 (RES-2022-1218 : Windstream Monthly Telecommunication Recurring Charges – CRS 3743)

Non-Recurring Charge ("NRC"): $0

Non-Recurring Charge ("NRC"): $0

The Service(s) identified on this Request for Service are subject to the terms and conditions of the New York State Telecommunications Connectivity Services (Statewide and County), Award #23100/Contract #PS68709 ("Windstream OGS Contract"). In addition to the MRC and NRC identified on this Request for Service, Customer is responsible for payment of all applicable taxes, fees and surcharges as outlined in the Windstream OGS Contract.

_____	_____
Customer Signature	Authorized Signatory for **Windstream Services, LLC**
Title: Supervisor, Town of Amherst	Title: _____
Town of Amherst	**Windstream Services, LLC**
Date: _____	Date: _____

Attachment: windstream proposal 221205 (RES-2022-1218 : Windstream Monthly Telecommunication Recurring Charges – CRS 3743)

WINDSTREAM ENTERPRISE

New York State Telecommunication Connectivity Services (Statewide and County)
Award #23100, Contract #PS68709

Request for Service
RE: Town of Amherst

Date: 11/2/2022

Customer: Town of Amherst

Billing Address: 5583 Main St
City: Williamsville
State:NY **Zip:14221**
Contact: David Willer **Contact #:** 716-631-7059

Location: 500 John James Audubon Pkwy Amherst, NY 14221

Service(s) Requested: MPLS and DYIP
Acct# 4387841

Pricing Information:
Monthly Recurring Charges (MRC)

Ethernet DYIP 5MB Loop/Port	$520.00 MRC (NYSOGS Lot 1, line 1)
Managed Router	$0
Managed Router Service	$0
PRI Call Paths 23@ $3	$69 (NYSOGS Lot 1, Line 28)
IP LAN Blocks /30	$0
VOIP SIP/PRI Call Path FSLC	$67 (NYSOGS Pass Through Line 12)
Block of 20 DIDs QTY 12 @ $5.50	$66 (NYSOGS MRC Lot 1 Voice, line 33)
LD Block of Time 10,000 min	$100 (NYSOGS Lot 1, Line 34)

Total including all fees including but not limited to taxes, surcharges and regulatory fees $822

Local/Long Distance Dedicated Rates: Local - $0.0008 (lot 1 line 58), Intralata $0.0019 (lot 1 line 34), Intrastate $0.0022 (lot 1 line 36), Interstate $0.0019 (lot 1 line 37)

6 Seconds Increments all

Non-Recurring Charge ("NRC"): $0

Attachment: windstream proposal 221205 (RES-2022-1218 : Windstream Monthly Telecommunication Recurring Charges – CRS 3743)

The Service(s) identified on this Request for Service are subject to the terms and conditions of the New York State Telecommunications Connectivity Services (Statewide and County), Award #23100/Contract #PS68709 ("Windstream OGS Contract"). In addition to the MRC and NRC identified on this Request for Service, Customer is responsible for payment of all applicable taxes, fees and surcharges as outlined in the Windstream OGS Contract.

_____	_____
Customer Signature	Authorized Signatory for **Windstream Services, LLC**
Title: Supervisor, Town of Amherst	Title: _____
Town of Amherst	**Windstream Services, LLC**
Date: _____	Date: _____

Attachment: windstream proposal 221205 (RES-2022-1218 : Windstream Monthly Telecommunication Recurring Charges – CRS 3743)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 26839 **RESOLUTION 2022-1219** **ADOPTED**

Re-Adoption of Local Law 22-2022 to the Zoning Ordinance

RESOLVED, that on November 22, 2022 this Town Board adopted Local Law 22-2022 amending Chapter 203 (Zoning Ordinance) of the Town of Amherst which addressed necessary changes to the SC- Shopping Center zoning district, and be it further

RESOLVED, that such amendments were adopted excluding proposed changes to section 2-4 (Specific Terms) and section 7-1-6 (Schedule of Parking Requirements), and be it further

RESOLVED, that this Town Board desires to re-introduce the sections which were excluded, and now amended, to such adopted Local Law, and be it further

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed, with the Town Board's adoption of a determination of environmental significance on November 22, 2022 and be it further

RESOLVED, that this Town Board re-affirms such SEQR determination of environmental significance, 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 re-adopts Local Law 22-2022 adopted on November 22, 2022 and which now includes the amendments to section 2-4 and section 7-1-6 of Chapter 203 (Zoning Ordinance).

12/12/2022
Consent

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

Attachment: proposed changes_Shopping Center District (SC)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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 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.

§ 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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

** 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: proposed changes_Shopping Center District (SC)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

Attachment: proposed changes_Shopping Center District (SC)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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
Bulłk (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, inclusive of service vans. 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.

(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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

Attachment: proposed changes_Shopping Center District (SC)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

Schedule of Parking Requirements

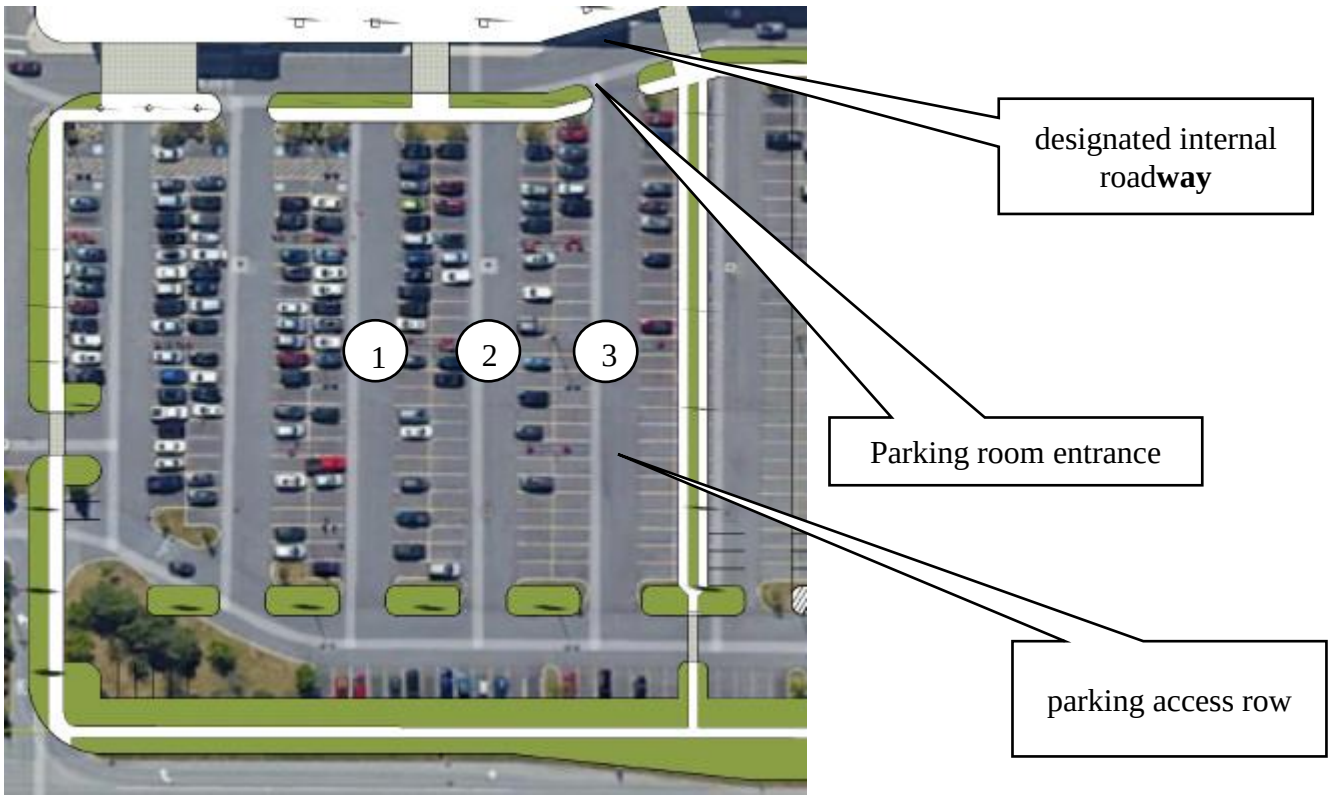
Day care center, child	1 per employee plus 1 per 8 persons of licensed capacity
Hospital	1 per bed, including emergency room and ambulatory surgery, plus 1 per employee
Medical / Dental office or medical facility not otherwise listed	1 per 150 sf of net floor area **[Amended 1-16-2007 by L.L. No. 2-2007]**
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

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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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)_12_12_2022_re-adoption.docx

Attachment: proposed changes_Shopping Center District (SC)_updated_12_12_2022_re-adoption (RES-2022-1219 : Re- Adoption of Local Law to Amend

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26799 **RESOLUTION 2022-1220** **ADOPTED**

Public Hearing Request for the Request to Rezone 52± Acres of Land from CTR-5 & CTR-8 to SC, Z-2022-11

Please schedule a public hearing on January 17, 2023 for the request to rezone 52± acres of land from Center-5 (CTR-5) and Center-8 (CTR-8) to Shopping Center (SC), Z-2022-11. Property located at 4150, 4200, 4224, 4228-4230 & a portion of 4252-4258 & no address Ridge Lea Road and 256, 270, 280 & 306 Meyer Road. Town of Amherst, Petitioner.

12/12/2022
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26800 **RESOLUTION 2022-1221** **ADOPTED**

Request the Town Board to Set a Second Public Hearing for the 2023 Annual Action Plan for Community Development

At the Town Board meeting of December 12, 2022 please set the second public hearing for the FY 2023 Community Development Action Plan for January 17, 2023.

12/12/2022
Consent

FINANCIAL IMPACT:

Setting a Public Hearing involves no monetary consideration and will have no impact on the Town Budget or tax rate.

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

Amherst

Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard,
Planning Direct
Daniel J. Ulatowski,
Assistant Planning D

December 5, 2022

Agenda of December 12, 2022

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

Subject: Set a second public hearing for the FY 2023 Community Development Action Plan

Honorable Members:

The Town is required to hold a second public hearing prior to submitting the 2023 Annual Action Plan for the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) to the U.S. Department of Housing and Urban Development (HUD). The Action Plan development and adoption schedule previously discussed with the Town Board anticipated a hearing at the second Town Board meeting in January 2023.

The hearing must be held after the end of a required 30-day public comment period on the Draft Annual Action Plan. The final Plan is due at HUD 45 days prior to the beginning of the 2023 program year, i.e. no later than February 15, 2023. For your information, the remaining plan development and adoption tasks should be completed in accordance with the following schedule:

December 14, 2022	Start of CDBG/HOME 30-day public comment period ("Draft Action Plan" made available in Town & Village Clerk's office/Town libraries/Planning Department and on website.)
January 17, 2023	Second (and final) public hearing
February 2023	Town Board authorizes Supervisor to submit the Final Action Plan to HUD
February 15, 2023	FY 2023 Action Plan for CDBG/HOME due to HUD
April 1, 2023	Start of 2023/2024 CDBG/HOME program year

At your meeting of December 12, 2022 please set the second public hearing for the FY 2023 Community Development Action Plan for January 17, 2023.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2023\Public Hearings\Set_2nd_PH_TB ltr 12.22.22.docx

Attachment: tb letter 1-12052022104520 (RES-2022-1221 : Request the Town Board to Set a Second Public Hearing for the 2023 Annual Action

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26833 **RESOLUTION 2022-1222** **ADOPTED**

To Authorize the Supervisor to Execute a Contract Amendment with the Harrison Studio for the Provision of Underwriting Services CRS #3760

WHEREAS, the Town, as a recipient of HOME Investment Partnership Funding (HOME) funds, created a HOME Rental Housing Development Subsidy Program to incentivize affordable senior/disabled rental housing development in town, and

WHEREAS, the Town contracted with The Harrison Studio for professional underwriting services for the HOME Rental Housing Development Subsidy Program to ensure financial feasibility and financial need of applicant projects under the program, as well as governmental compliance with HUD regulations under 24 CFR 92.250(b) and CPD Notice 15-11 HOME Underwriting and Subsidy Layering guidelines, and

WHEREAS, the Town contract with The Harrison Studio requires an amendment to extend the contract to December 31, 2023 and maintaining the original contract amount at $7,500; now therefore, be it

RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board hereby authorizes the Town Supervisor, to enter into the contract amendment with The Harrison Studio for the provision of underwriting services for the period December 12, 2022 through December 31, 2023 at a contracted amount not-to-exceed $7,500.

12/12/2022
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with The Harrison Studio are available in the Community Development Account (N20-54 4003). The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

Amherst

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

Brian J. Kulpa, Su or
Daniel C. Howard, Planning Direct
Daniel J. Ulatowski P
Assistant Planning I or

December 5, 2022

Agenda of December 12, 2022

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Subject: Contract Amendment with The Harrison Studio for Underwriting Services

Honorable Board Members:

For the HOME Rental Housing Development Subsidy Program, the Town contracted with The Harrison Studio for professional underwriting services to ensure financial feasibility and financial need of applicant projects, as well as governmental compliance with other HUD regulations under 24 CFR 92.250(b) and CPD Notice 15-11 HOME Underwriting and Subsidy Layering guidelines.

At this time Amherst Community Development is requesting a no-cost time extension amendment to the Town's contract with The Harrison Studio as the current Blocher Homes project has not yet begun final underwriting. The amendment will extend the contract until December 31, 2023, and maintain the original contract cost not-to-exceed at $7,500.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract amendment with The Harrison Studio for underwriting services for the period December 12, 2022 through December 31, 2023.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Underwriting Services\2nd Amendment_TB_letter_12.12.22.docx

Attachment: signed_tb letter_extension_12.12.22 (RES-2022-1222 : Contract Amendment with Harrison Studio for Underwriting Services)

2ND AMENDMENT TO THE 2021 AGREEMENT WITH H. SICHERMAN & COMPANY, INC./THE HARRISON STUDIO

THIS AGREEMENT, entered into this _____ day of _____, 2022 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and H. SICHERMAN & COMPANY, INC./THE HARRISON STUDIO, a New York Corporation with offices at 5852 Forest Creek Drive, East Amherst, New York 14051 (hereinafter "Contractor").

WITNESSETH:

WHEREAS, rules and regulations of HUD which govern the HOME Investment Partnership Grant encourages the development of new affordable rental housing development, including HOME Rental Subsidies, to provide affordable, safe and secure housing for low to moderate income households, and

WHEREAS, HUD requires specific underwriting and subsidy layering in regard to providing HOME Rental Subsidies for the development of new affordable rental housing; and

WHEREAS, The Town Board approved a contract amendment for The Harrison Studio to provide underwriting services at their meeting of September 27, 2021, and said contract was entered into and made effective on September 27, 2021; and

WHEREAS, in the approved contract, provision 1, under remuneration, includes old staff and labor rates that expires on December 31, 2021 and the following language amendment is proposed:-

1. Contractor labor shall be charged at the following rates through December 31, 2023:

Harry Sicherman	.....	$181.00 per hour
R. Charles Bell	.....	$160.00 per hour
Michael Thomas	.....	$145.00 per hour
Michael Zimmerman	.....	$140.00 per hour
Diane Church	.....	$140.00 per hour
Greg Merriam ll	.....	$127.00 per hour
Richard W. Lippold	.....	$114.00 per hour
Karen Burke	.....	$102.00 per hour
Other professional	.....	$ 98.00 per hour
Rate in travel status	.....	$ 77.00 per hour (all personnel)

The labor rates for services provided in subsequent calendar years will be computed by multiplying the rates in effect for the prior year by 1.03 and rounding up to the next whole dollar amount.

Attachment: Signed_cont._ext._12.1.22 (RES-2022-1222 : Contract Amendment with Harrison Studio for Underwriting Services)

WHEREAS, the new contract amendment will expire on December 31, 2023:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, the new staff and labor rates are effective through December 31, 2023 and the total remuneration due the Consultant under this Agreement shall not exceed the original sum of seven thousand five hundred dollars ($7,500.00).

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the day and year just above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

THE HARRISON STUDIO

By: _____
R. Charles Bell, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 29th day of November, in the year 2022, before me, the undersigned, personally appeared R. Charles Bell personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC
Diane K. Church
Notary Public State of New York
Qualified in Orleans County
Term Expires 1/31/20

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____day of _____, in the year 2022, before me, the undersigned, personally appeared Brian J. Kulpa personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: Signed_cont._ext._12.1.22 (RES-2022-1222 : Contract Amendment with Harrison Studio for Underwriting Services)

Attachment: Signed_cont._ext._12.1.22 (RES-2022-1222 : Contract Amendment with Harrison Studio for Underwriting Services)

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.

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:

H. Sicherman & Company, Inc.
Print Name of Company

By: _____
Signature

R. Charles Bell
Printed name

Date: November 29, 2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Signed_cont._ext._12.1.22 (RES-2022-1222 : Contract Amendment with Harrison Studio for Underwriting Services)

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: H. Sicherman & Company, Inc

Signature: R Charles Bell

Print Name: R. Charles Bell

Title: President

Date: November 29, 2022

Sworn To Before Me This

29th Day of November, 2022

Diane K. Church

Notary Public Diane K. Church
Notary Public State of New York
Qualified in Orleans County
Term Expires 1/31/2026

Revised 4.2017

Attachment: Signed_cont._ext._12.1.22 (RES-2022-1222 : Contract Amendment with Harrison Studio for Underwriting Services)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26783 **RESOLUTION 2022-1223** **ADOPTED**

Travel Request Basic Computer Evidence Recovery Training (BCERT)

TOWN BOARD AGENDA ITEM : DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Travel Request**
Basic Computer Evidence Recovery Training (BCERT)

Kindly adopt a resolution authorizing One (1) Officer to attend Basic Computer Evidence Recovery Training (BCERT) course in Hoover, Alabama. This course will be held from January 1, 2023 through February 3, 2023. The cost for the training and travel is approximately $843.92.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

FINANCIAL IMPACT:

A 3121 .4050: $767.20

*Contingency amount is not included in this breakdown

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 12/22/2021

NAME	Department	Phone Number
[redacted]	Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/1/2023	2/3/2023	Hoover, AL	Basic Computer Evidence Recovery Training (BCERT)

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$767.20	A3121.4050	
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee			
Other			
Subtotal	$767.20		N/A
Contingency - 10% of subtotal or $200	$76.72		N/A
TOTAL	$843.92		

Request Approved By:

Department Head Signature

Date 11/30/2022

Town Board :

Town Board Resolution & Date

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

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Attachment: RedactedTravelFormBCERTTraining12.12.2022 (RES-2022-1223 : Training & Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26814 **RESOLUTION 2022-1224** **ADOPTED**

Travel Request Digital Video Recording Training Course

TOWN BOARD AGENDA ITEM : DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Travel Request**
Digital Video Recording Training Course

Kindly adopt a resolution authorizing One (1) Police Officer to attend a Digital Video Recording Training Course in Hoover, Alabama. This course is being held from January 29, 2023 to February 3, 2023. The cost for the training and travel for this course is paid for by the organization teaching the course.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

FINANCIAL IMPACT:

None for the purposes of this Resolution

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26834 **RESOLUTION 2022-1225** **ADOPTED**

Travel Request Ethics & Court Testimony (Fingerprint Expert) Course

TOWN BOARD AGENDA ITEM : DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Travel Request**
Ethics & Court Testimony (Fingerprint Expert) Course

Kindly adopt a resolution authorizing One (1) Detective to attend Ethics & Court Testimony (Fingerprint Expert) course in Albany, New York. This course is being held from January 9, 2023 through January 12, 2023. A police department vehicle will be utilized to travel to this course. The cost for the training and travel is approximately $718.50.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

FINANCIAL IMPACT:

A 3121 .4050: $718.50

*Contingency amount is not included in this breakdown

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

RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☑ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

REVISED 01/01/2018

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/9/2023	1/12/2023	Albany, NY	Ethics & Court Testimony (Fingerprint expert)

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545	$100 gas for patrol car	A3121.4050	
Tolls	$12.18	"	
Parking	$54	"	
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
3 # nights @ $ 114	$342	A3121.4050	
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
0 # Breakfasts @ $ 14			
3 # Lunches @ $ 17	$32	A3121.4050	
3 # Dinners @ $ 31	$93	" "	
4 # Incidentals @ $ 5	$20	" "	
Registration/Conference Fee			
Other			
Subtotal	$653.18		N/A
Contingency - 10% of subtotal or $200	$65.32		N/A
TOTAL	$718.50		

Request Approved By:

Department Head Signature

12/6/2022

Date

Town Board :

Town Board Resolution & Date

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

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

orms\Travel Expense Reimbursement Form 4.7.17

Attachment: RedactedTravelFormEthics&CourtTestimony 12.12.2022 (RES-2022-1225 : Travel & Training Request: Ethics & Court Testimony

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26784 **RESOLUTION 2022-1226** **ADOPTED**

Intermunicipal Agreement : Town of Clarence (CRS #3752) Crossing Guards at Transit Middle School

TOWN BOARD AGENDA ITEM : DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Intermunicipal Agreement : Town of Clarence (CRS #3752) Crossing Guards at Transit Middle School**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Intermunicipal Agreement with the Town of Clarence with regard to the above matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process and approvals of the Town of Clarence.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk *(w/attachment,* **Agenda Item: Dec. 12, 2022**)

12/12/2022
Consent

FINANCIAL IMPACT:

Revenue: A3119 .05001

Amount: TBD

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

INTERMUNICIPAL AGREEMENT

INTERMUNICIPAL AGREEMENT (hereinafter the "Agreement") between and among the TOWN OF AMHERST and the TOWN OF CLARENCE (hereinafter the "Municipalities") for the purpose of providing school crossing guards on Transit Road.

WHEREAS, the Municipalities share a common border along Transit Road in Erie County, New York; and

WHEREAS, the Williamsville Central School District (hereinafter the "School District") encompasses portions of both Municipalities crossing said Transit Road; and

WHEREAS, the School District has requested that school crossing guards be provided for those school district children who are pedestrians crossing Transit Road from the Town of Clarence in order to attend classes at Transit Middle School which is located on the Town of Amherst side of Transit Road; and

NOW THEREFORE, the Municipalities agree as follows:

1. The Town of Amherst shall assign two (2) school crossing guards to the Transit Middle School location, during the normal school day.

2. The Town of Clarence shall pay the Town of Amherst fifty percent (50%) of the total cost of providing the school crossing guards, which shall be billed annually. The total cost for the crossing guards shall include, but is not limited to, social security, pension (if applicable), unemployment insurance and workers' compensation.

3. The terms of this Intermunicipal Agreement shall cover the period from January 1, 2023 through December 31, 2023.

4. An estimate of the costs expected to be incurred are attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year below written.

TOWN OF AMHERST

_____

BY: Brian J. Kulpa
Town Supervisor

DATE: _____

TOWN OF CLARENCE

_____

BY: Patrick Casilio
Town Supervisor

DATE: _____

Attachment: Clarence IntermunicipalAgreement2023 (RES-2022-1226 : Intermunicipal Agreement : Town of Clarence (CRS #3752))

STATE OF NEW YORK }
COUNTY OF ERIE }SS:
VILLAGE OF WILLIAMSVILLE }

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian J. Kulpa, Supervisor of the Town of Amherst, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, for and on behalf of the Town of Amherst.

_____
NOTARY PUBLIC

STATE OF NEW YORK }
COUNTY OF ERIE }SS:

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for the State, personally appeared Patrick Casilio, Supervisor of the Town of Clarence, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity, for and on behalf of the Town of Clarence.

_____
NOTARY PUBLIC

Attachment: Clarence IntermunicipalAgreement2023 (RES-2022-1226 : Intermunicipal Agreement : Town of Clarence (CRS #3752))

EXHIBIT "A"

SCHOOL CROSSING GUARDS

Rate of Pay

Hourly rates are subject to an increase based upon New York State Minimum Wage Act and/or the Town of Amherst Town Board making increases to its part time employee salary schedule.

Cost	Start	Step 2*	Step 3**
Hourly	$13.20/hour	$13.20/hour	$13.38/hour
Annual	$9,543.60	$9,543.60	$9,673.74

*First increment due nine (9) months from starting date
**Second increment due one (1) year from first increment date

Additional Costs

Retirement/Pension, FICA & Medicare: Costs based on current year estimate

Cost Analysis

School Crossing Guards typically work four (4) hours per school day from September through June. New York State requirements call for 180 instructional days in a full school year. The State also mandates that each guard receive three (3) hours of annual training every year. The annual costs indicated above assume a crossing guard worked every school day for the maximum four (4) hours per day, for a total of 723 hours (with training), and includes Retirement/Pension and FICA & Medicare costs.

Unemployment

Unemployment costs, if any, would be in the range of approximately $1500-$1600 per year.

Attachment: Clarence IntermunicipalAgreement2023 (RES-2022-1226 : Intermunicipal Agreement : Town of Clarence (CRS #3752))

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26832 **RESOLUTION 2022-1227** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility United States Postal Inspection Service (CRS #3756)

TOWN BOARD AGENDA ITEM: DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
United States Postal Inspection Service (CRS #3756)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the United States Postal Inspection Services with regard to the above-entitled matter. Approval of this MOU is pending successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND UNITED STATES POSTAL INSPECTION SERVICE

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made a entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, Town of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14 (hereinafter collectively referred to as the "Town"), and the United States Postal Inspection Service, whose addres 1200 Main Place Tower Buffalo, New York 14202. As used in this MOU, the term "Parties" describes the Town Amherst Police Department and the United States Postal Inspection Service.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and shared-use agreement between the parties, wherein the Town of Amherst Police Department will make available to United States Postal Inspection Service, the Amherst Police Departments Community Policing and Training Faci (hereinafter "Facility") at 4220 Bailey Avenue, Amherst, New York for firearms and related law enforcement training described below. The purpose of this MOU is to establish the terms and conditions for use of the Town of Amhe Police Department Community Policing and Training Facility by the United States Postal Inspection Service.

3. Authorities: United States Postal Inspection Service is authorized to enter into this MOU under general authority vested through 39 U.S.C. § 401, permitting the agency to enter into contracts and other arrangeme as may be required for the furtherance of the agency's operations.

Nothing in this MOU is intended to conflict with current law, regulation, or policy governing respective parties. Further, nothing in this MOU is intended to restrict the authority of either party to act as provided applicable law, regulation, or agency policy. If any term of this agreement is inconsistent with law, regulation, or ot authority that that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full fo and effect.

4. Conditions. In order for the United States Postal Inspection Service to utilize the Town of Amhe Police Department Community Policing and Training Facility, approval must be given by the Chief of Police or designee, and an individual memorandum of understanding executed. United States Postal Inspection Service responsible for complying with all applicable Federal law and, to the extent that they do not conflict with Federal la State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility is located. T privilege granted to use the facility will be without cost or expense to the Amherst Police Department or the Town Amherst.

5. Use of the Facilities. The Amherst Police Department agrees to allow the United States Pos Inspection Service use of the agreed upon area of the facility, which is located at 4220 Bailey Avenue, Amherst N York to conduct suitable training, together with the necessary rights and ingress and egress to the facility. The Amhe

Attachment: MOU US Postal Service (RES-2022-1227 : MOU: Bailey Ave Training Facility Use : US Postal Service (CRS#3756))

Police Department Community Policing and Training Facility consists of three separate areas and this MOU specifica covers use of the designated training area to be used.

A. Classroom and presentation area located at the southernmost part of the building. Area inclu classroom furniture and audio / visual equipment.

B. Realistic training area.

C. Firearms Range

6. **Scheduling.** Scheduling for use of the Town of Amherst Police Department Community Policing a Training Facility is done by request in writing or email to the Chief of Police of the Amherst Police Department or his/ designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Pol Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule w the parties involved.

7. **Rules and Regulations.**

A. The United States Postal Inspection Service will use reasonable care in its use of the Facility and sh be responsible to the Town of Amherst Police Department for conducting all activities in a safe and prud manner so as not to endanger others while on Town of Amherst property.

B. The United States Postal Inspection Service shall return the Facility to the Amherst Police Departm after each use in the same condition as before its use, except for reasonable wear and tear as would be expec with the type of training done.

C. The United States Postal Inspection Service accepts the Facility in "as is" condition and acknowled that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any spec purpose.

D. The United States Postal Inspection Service agrees that the facility shall be used solely in the serv for law enforcement purposes, such as training and to follow all posted rules and safety regulations.

E. The United States Postal Inspection Service agrees to have a qualified instructor present who attended and completed a safety and orientation briefing presented by an Amherst Police Department faci administrator.

F. The United States Postal Inspection Service, its agents, employees, and invitees, agree to abide by facility and training safety rules and to attend and complete a safety briefing by a qualified instructor before e use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any dam (negligent or otherwise) may result in the termination of this MOU for United States Postal Inspection Serv resulting in the loss of facility usage for the United States Postal Inspection Service.

Attachment: MOU US Postal Service (RES-2022-1227 : MOU: Bailey Ave Training Facility Use : US Postal Service (CRS#3756))

8. **Acknowledgement of Risk.** All persons being trained by the United States Postal Inspection Service who are at the Facility at the request or invitation of the United States Postal Inspection Service, will be at all times ur the direct supervision of authorized United States Postal Inspection Service instructors.

United States Postal Inspection Service and as such, it is a self-insured entity supported by the U.S. Governm The Federal Tort Claims Act, Title 28, U.S.C. Sections 1346 et seq., provides the sole means through which the U Government resolves all issues of liability for the loss or destruction of property or personal injury, or death caused the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of hi her offices or employment.

The United States Postal Inspection Service is responsible for ensuring that all personnel using the Facility, w it is assigned to or otherwise being used by the United States Postal Inspection Service, understand, and agree that use of the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility, e individual assumes the risk of any injuries that may occur while using the Facility.

The Town of Amherst expressly disclaims any and all liability for damage or injury to United States Po Inspection Service, its agents, employees or invitees related to this MOU. The Town of Amherst shall not be liable theft, vandalism or pilferage of the Facility or any items contained therein.

9. **Term of MOU.** This MOU becomes effective when approved by the parties identified below and remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU two (2) additional, five (5) year terms.

Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such not will be the subject of immediate consultation to the parties to decide upon the appropriate course of action. Additiona this MOU may be modified upon the mutual written consent of the parties, signed by the signatories to this agreemer

10. **General Provisions**

A. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be goverı by the laws of the United States, and to the extent that they do not conflict with the laws of the United States, the laws the State of New York. Any action arising out of this MOU and the parties shall be brought in U.S. District Court. T Chief of Police or their designees have final say on all matters pertaining to safety, usage, and administration at Facility. This supersedes any and all rank or administrative titles carried by members of guest agencies.

B. **Entirety of Agreement.** This MOU, consisting of [6], pages, represents the entire and integra agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written oral.

Attachment: MOU US Postal Service (RES-2022-1227 : MOU: Bailey Ave Training Facility Use : US Postal Service (CRS#3756))

C. Severability. Should any portion of this MOU be judicially determined to be illegal unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate t terms affected by the severance.

D. Sovereign Immunity. The United States Postal Inspection Service and the Amherst Pol Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, a each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a res of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rigl duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure sol to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determini and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only part signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arisi out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the brea of this MOU.

F. Force Majeure. Neither the Town of Amherst nor the United States Postal Inspection Serv shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any ot circumstances for which it is not responsible, or which are not within its control.

Attachment: MOU US Postal Service (RES-2022-1227 : MOU: Bailey Ave Training Facility Use : US Postal Service (CRS#3756))

11. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain Facility at a high standard, parties will agree that any fees will be known and agree to at the time of training scheduli Any fees paid by any agency constitute that agency's willingness to have a well-maintained training venue and at point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility. If the schedule changes, the Town of Amherst will notify the Parties (60) sixty days prior to changes taking effect.

Firearms Range	$300 / half day (4 hrs.)
Firearms Range	$600 / Full day (8 hrs.)
Realistic Training House	$100 / half day (4 hrs.)
Realistic Training House	$200 / full day (8 hrs.)
Classroom and Presentation Area: $75 / each additional hour scheduled outside of normal business hours (8 AM - 4 PM)	

Attachment: MOU US Postal Service (RES-2022-1227 : MOU: Bailey Ave Training Facility Use : US Postal Service (CRS#3756))

12. Signatures. In witness whereof, the parties to this MOU through their duly authori representatives have executed this MOU on the days and dates set out below, and certify that they have read, understo and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

United States Postal Inspection Service

Ketty Larco-Ward 12-2-2022

Ketty D. Larco-Ward Date
Inspector in Charge, Boston Division

Town of Amherst Police Department

Brian J. Kulpa, Town Supervisor Date

Scott P. Chamberlin, Chief of Police Date

Attachment: MOU US Postal Service (RES-2022-1227 : MOU: Bailey Ave Training Facility Use : US Postal Service (CRS#3756))

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26789 **RESOLUTION 2022-1228** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility Department of Homeland Security, Immigration and Customs Enforcement (CRS #3755)

TOWN BOARD AGENDA ITEM: DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
Department of Homeland Security, Immigration and Customs Enforcement (CRS #3755)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the Department of Homeland Security, Immigration and Customs Enforcement with regard to the above-entitled matter. Approval of this MOU is pending successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
and
UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, Town of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14226 (hereinafter collectively referred to as the "Town"), and the Department of Homeland Security, Immigration and Customs Enforcement, whose address is 250 Delaware Avenue 7th Floor, Buffalo, New York 14202. As used in this MOU, the term "Parties" describes the Town of Amherst Police Department and the Immigration and Customs Enforcement - Buffalo.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the parties, wherein the Town of Amherst Police Department will make available to the Immigration and Customs Enforcement - Buffalo, the Amherst Police Departments Community Policing and Training Facility (hereinafter "Facility") at 4220 Bailey Avenue, Amherst, New York for firearms and related law enforcement training as described below. The purpose of this MOU is to establish the terms and conditions for use of the Town of Amherst Police Department Community Policing and Training Facility by the Immigration and Customs Enforcement - Buffalo.

3. Authorities: Immigration and Customs Enforcement - Buffalo is authorized to enter into this MOU under the Homeland Security Act of 2002, codified in Title 6, United States Code. Additionally, Immigration and Customs Enforcement - Buffalo is authorized to enter into this agreement pursuant to the Government Employees Training Act, 5 U.S.C. §§ 4101 and 4105, permitting agencies to make agreements or other arrangements for the training of employees of the agency by, in, and through non-government facilities.

Nothing in this MOU is intended to conflict with current law, regulation, or policy governing the respective parties. Further, nothing in this MOU is intended to restrict the authority of either party to act as provided by applicable law, regulation, or agency policy. If any term of this agreement is inconsistent with law, regulation, or other authority that that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

4. Conditions. In order for Immigration and Customs Enforcement - Buffalo to utilize the Town of Amherst Police Department Community Policing and Training Facility, approval must be given by the Chief of Police or his designee, and an individual memorandum of understanding executed. Immigration and Customs Enforcement - Buffalo is responsible for complying with all applicable Federal

Attachment: MOU HSI ICE (RES-2022-1228 : MOU: Bailey Ave Training Facility Use : HSI/ICE (CRS#3755))

law and, to the extent that they do not conflict with Federal law, State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility is located. The privilege granted to use the facility will be without cost or expense to the Amherst Police Department or the Town of Amherst.

5. **Use of the Facilities.** The Amherst Police Department agrees to allow the Immigration and Customs Enforcement - Buffalo use of the agreed upon area of the facility, which is located at 4220 Bailey Avenue, Amherst New York to conduct suitable training, together with the necessary rights and ingress and egress to the facility. The Amherst Police Department Community Policing and Training Facility consists of four separate areas and this MOU specifically covers use of the designated training area to be used.

A. Classroom and presentation area located at the southernmost part of the building. Area includes classroom furniture and audio / visual equipment.

B. Realistic training area.

C. Less than lethal simulator equipment.

D. Firearms Range

6. **Scheduling.** Scheduling for use of the Town of Amherst Police Department Community Policing and Training Facility is done by request in writing or email to the Chief of Police of the Amherst Police Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the parties involved.

7. **Rules and Regulations.**

A. The Immigration and Customs Enforcement - Buffalo will use reasonable care in its use of the Facility and shall be responsible to the Town of Amherst Police Department for conducting all activities in a safe and prudent manner so as not to endanger others while on Town of Amherst property.

B. The Immigration and Customs Enforcement - Buffalo shall return the Facility to the Amherst Police Department after each use in the same condition as before its use, except for reasonable wear and tear as would be expected with the type of training done.

C. The Immigration and Customs Enforcement - Buffalo accepts the Facility in "as is" condition and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

Attachment: MOU HSI ICE (RES-2022-1228 : MOU: Bailey Ave Training Facility Use : HSI/ICE (CRS#3755))

D. The Immigration and Customs Enforcement - Buffalo agrees that the facility shall be used solely in the service for law enforcement purposes, such as training and to follow all posted rules and safety regulations.

E. The Immigration and Customs Enforcement - Buffalo agrees to have a qualified instructor present who has attended and completed a safety and orientation briefing presented by an Amherst Police Department facility administrator.

F. The Immigration and Customs Enforcement - Buffalo, its agents, employees, and invitees, agree to abide by all facility and training safety rules and to attend and complete a safety briefing by a qualified instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damage (negligent or otherwise) may result in the termination of this MOU for Immigration and Customs Enforcement - Buffalo, resulting in the loss of facility usage for the Immigration and Customs Enforcement - Buffalo.

8. Acknowledgement of Risk. All persons being trained by the Immigration and Customs Enforcement - Buffalo, or who are at the Facility at the request or invitation of the Immigration and Customs Enforcement - Buffalo, will be at all times under the direct supervision of authorized Immigration and Customs Enforcement - Buffalo instructors.

Immigration and Customs Enforcement - Buffalo is a component of the Department of Homeland Security and as such, it is a self-insured entity supported by the U.S. Government. The Federal Tort Claims Act, Title 28, U.S.C. Sections 1346 et seq., provides the sole means through which the U.S. Government resolves all issues of liability for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her offices or employment.

The Immigration and Customs Enforcement - Buffalo is responsible for ensuring that all personnel using the Facility, while it is assigned to or otherwise being used by the Immigration and Customs Enforcement - Buffalo, understand and agree that the use of the Facility is an inherently dangerous activity and that in consideration for being allowed to use the Facility, each individual assumes the risk of any injuries that may occur while using the Facility.

The Town of Amherst expressly disclaims any and all liability for damage or injury to Immigration and Customs Enforcement - Buffalo, its agents, employees or invitees related to this MOU. The Town of Amherst shall not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

Attachment: MOU HSI ICE (RES-2022-1228 : MOU: Bailey Ave Training Facility Use : HSI/ICE (CRS#3755))

9. **Term of MOU.** This MOU becomes effective when approved by the parties identified below and will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms.

Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course of action. Additionally, this MOU may be modified upon the mutual written consent of the parties, signed by the signatories to this agreement.

10. **General Provisions**

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the United States, and to the extent that they do not conflict with the laws of the United States, the laws of the State of New York. Any action arising out of this MOU and the parties shall be brought in U.S. District Court. The Chief of Police or their designees have final say on all matters pertaining to safety, usage and administration at the Facility. This supersedes any and all rank or administrative titles carried by members of guest agencies.

B. Entirety of Agreement. This MOU, consisting of [6], pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The Immigration and Customs Enforcement - Buffalo and the Amherst Police Department and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

Attachment: MOU HSI ICE (RES-2022-1228 : MOU: Bailey Ave Training Facility Use : HSI/ICE (CRS#3755))

F. Force Majeure. Neither the Town of Amherst nor the Immigration and Customs Enforcement - Buffalo shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control.

11. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard, parties will agree that any fees will be known and agree to at the time of training scheduling. Any fees paid by any agency constitute that agency's willingness to have a well-maintained training venue and at no point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility. If the fee schedule changes, the Town of Amherst will notify the Parties (60) sixty days prior to changes taking effect.

Firearms Range	$300 / half day (4 hrs.)
Firearms Range	$600 / Full day (8 hrs.)
Realistic Training House	$100 / half day (4 hrs.)
Realistic Training House	$200 / full day (8 hrs.)
Classroom and Presentation Area: $75 / each additional hour scheduled outside of normal business hours (8 AM - 4 PM)	

Attachment: MOU HSI ICE (RES-2022-1228 : MOU: Bailey Ave Training Facility Use : HSI/ICE (CRS#3755))

13. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

FRANK G FARKAS JR
Digitally signed by FRANK G FARKAS JR
Date: 2022.11.08 08:09:11 -05'00'

[Name and Title] Date
Immigration and Customs Enforcement - Buffalo

Brian J. Kulpa, Town Supervisor Date

Scott P. Chamberlin, Chief of Police Date

Attachment: MOU HSI ICE (RES-2022-1228 : MOU: Bailey Ave Training Facility Use : HSI/ICE (CRS#3755))

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26785 **RESOLUTION 2022-1229** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS #3705) Townwide Video Security Improvements

Town Board Agenda Item: December 12, 2022

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #3705) Townwide Video Security Improvements**

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

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

FINANCIAL IMPACT:

KP 2212 .2150: $26,009.20

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

digital surveillance solutions

Rich Phillips

Amherst Police Department
500 John James Audubon Pkwy
Amherst, NY 14228

10/24/2022

Dear Rich Phillips,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal. Please find the following scope of work.

Scope of work:

-Upgrade 13 servers to Enterprise:

Amherst Court
Amherst Highway
Amherst Little League Complex
Amherst Senior Center
Amherst Town Hall
Amherst WasteWater
APD HQ's
APD Interview Rooms
Bailey Ave Training Center
Bailey Shoothouse
Harlem Road Community Center
Northtown Center
Town of Amherst NARC

-Set up health monitoring rules for system.

Exclusions/Out of Scope:

-This proposal does not include any network troubleshooting or onsite troubleshooting. If for some reason the cameras are unable to be brought back online, DSS will collect a list of those cameras that need service and provide it to the PD to decide on how to proceed.

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

digital surveillance solutions

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Amherst Police Department for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Amherst Police Department.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

digital surveillance solutions

Exacq upgrade to Enterprise

Prepared For:
Rich Phillips
Amherst Police Department
500 John James Audubon Pkwy
Amherst, NY 14228
United States
rphillips@apdny.org

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicap@dssvideo.com
716-597-0369

Quote #	Sales Rep	State Contract
DSSQ4603	Jessica Pitarresi	PT68787

Item Number		Description	QTY	Unit Price	Total Price
SSA-SYNC	Exacq	One unit of synchronizing software updates. Requires a SSA calculator quote number at time of order.	54	$95.00	$5,130.0
EVIP-EVENIP	Exacq	Upgrade one PROFESSIONAL IP camera license to ENTERPRISE.	248	$77.90	$19,319.2
Offsite Integration/Maintenance	DSS Labor	Upgrade the servers, Webserver, and Clients from Professional to Enterprise. Health monitoring/rule setup for system.	10	$130.00	$1,300.0
Project/Program Manager	DSS Labor	Oversees all work, Project coordination.	2	$130.00	$260.0

SUBTOTAL	$26,009
SALES TAX	$0
Optional Item Total	$0
TOTAL	$26,009

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other erro

To accept this proposal, sign here and return: Jessica Pitarresi (Signature) 11/3/22 (Date)

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same, and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and 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

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor 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 Contactor to forfeiture of its performance bond, if any, and 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.

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

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

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

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

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

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

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

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

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

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

Agreed to and Accepted by:

Ditigal Surveillance Solution Inc.
Print Name of Company

By: Jessica Pitarresi
Signature

Jessica Pitarresi
Printed Name

Date: Nov 3rd 2022

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Digital Surveillance Solutions, Inc.

Signature: Jessica Pitarresi

Print Name: Jessica Pitarresi

Title: Account Manager

Date: 11/3/22

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/20 26

Sworn To Before Me This
3rd Day of November, 2022

Notary Public

Revised 4.2017

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

DIGIT-1

13.Q.7.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/18/2022

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

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

PRODUCER Gugino Insurance Agency, Inc. 5707 Main Street Williamsville, NY 14221 Alayne M. Donner 716-633-1313	CONTACT NAME: Alayne M. Donner PHONE (A/C, No, Ext): 716-633-1313 FAX (A/C, No): 716-631-5770 E-MAIL ADDRESS: adonner@guginoagency.com
INSURED Digital Surveillance Solutions Inc. 485 Cayuga Road Buffalo, NY 14225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Merchants Mutual Ins. Co. — 23329 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		PHPK2381344	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 100,00 $ 10,00 $ 1,000,00 $ 3,000,00 $ 3,000,00
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP9269147	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			PHUB803802	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional			PHSD1622602	06/01/2021	06/01/2022	Per Claim Aggregate	2,000,00 2,000,00

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

Certificate holder is named as ad additional insured on a Primary and Non-contributory basis under the General Liability section per written contract.
Umbrella follows form, General Liability CG000010413 and PI-GLD-SGNY.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alayne M. Donner

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Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

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

1b. Business Telephone Number of Insured
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box "1a"
34078-01

3c. Policy effective period
5/1/2008 to 8/24/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 8/25/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17)

DB-120.1 (10-17)

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ 200886315
KEEVILY SPERO-WHITELAW INC
500 MAMARONECK AVENUE
HARRISON NY 10528

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2354 271-5	381321	11/01/2022 TO 11/01/2023	10/7/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 667481149

U-26.3

Attachment: DSSSignedDocsTownwide Video Security Improvements (RES-2022-1229 : DSS: Townwide Video Security Improvements (CRS#

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26788 **RESOLUTION 2022-1230** **ADOPTED**

Town Wide Car Wash Contract Delta-Sonic Carwash Systems, Inc. (CRS #3745)

TOWN BOARD AGENDA ITEM: DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Town Wide Car Wash Contract**
Delta-Sonic Carwash Systems, Inc. (CRS #3745)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Agreement between the Town of Amherst and Delta-Sonic Carwash Systems, Inc., with regard to the above-entitled matter. This is a Town Wide Agreement. Approval of this Agreement is pending successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

FINANCIAL IMPACT:

Town Wide Use/Various Accounts

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

Main Office: 570 Delaware Ave., Buffalo, New York 14202
Phone Number: 716-541-2333

Amherst Police Department

Unlimited Carwash

Type of Wash: Super Kiss Carwash Unlimited
Cost Per vehicle: $15.99
Wash Description: Under spray, Rust Inhibitor, Clear Coat Polish, Clear Coat Protection, High Pressure Sprays, Sonic Suds, Brake Dust Remover, Revitalizer. **ALL VEHICLES WILL HAVE FAST PASS LANE USE.**

17 Vehicles @ $15.99 a month = $271.83 per month (Tax exempt)
17 Vehicles @ $15.99 a Month = $1,603.98 for 6 Months
17 Vehicles @ $15.99 a Month = $3,261.96 for 1 year

The fleet of vehicles (approximately 54) will be charged $5.00 per wash when used. We will total up number of washes performed per monthly and invoice for number of washes. **ALL VEHCILES WILL HAVE FAST LANE USE WITH BAR CODE STICKER.**

Agreed to + Accepted By:

Director of Commercial & Fleet Sales
Lawrence M Seibert
716-348-0808
Larryseibert@deltasoniccarwash.com

Brian J. Kulpa,
Supervisor

Dated:

Attachment: Contract for CRS Routing 11.2022 (RES-2022-1230 : Townwide Car Wash Contract: Delta-Sonic Carwash Systems, Inc,

Attachment: Contract for CRS Routing 11.2022 (RES-2022-1230 : Townwide Car Wash Contract: Delta-Sonic Carwash Systems, Inc, (CRS#3745))

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. Vendor shall ensure all its subs, if any, have obtained all the above insurances and shall also assure that any policy procured by any subvendor or sub-subvendor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Vendor to assure that any policy procured by any sub or sub-sub to name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to

forfeiture of its performance bond, if any, and 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 regardless of whether the Town is successful in said suit.

(d) A failure by Vendor 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 Contactor to forfeiture of its performance bond, if any, and 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.

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).

Attachment: Contract for CRS Routing 11.2022 (RES-2022-1230 : Townwide Car Wash Contract: Delta-Sonic Carwash Systems, Inc, (CRS#3745))

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

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

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

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

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

Agreed to and Accepted by:

_____

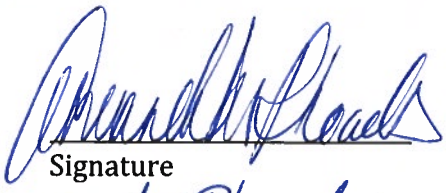
Print Name of Company

Agreed to and Accepted by:

Town of Amherst

Revised 10-31-22 SJS

Attachment: Contract for CRS Routing 11.2022 (RES-2022-1230 : Townwide Car Wash Contract: Delta-Sonic Carwash Systems, Inc, (CRS#3745))

By: 
Signature

Amanda Rhoades
Printed name

Date: 11/22/22

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22 SJS

Attachment: Contract for CRS Routing 11.2022 (RES-2022-1230 : Townwide Car Wash Contract: Delta-Sonic Carwash Systems, Inc, (CRS#3745))

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: Delta Sonic Car Wash Systems, Inc.

Signature: Amanda M. Rhoades

Print Name: Amanda Rhoades

Title: Chief Revenue Officer

Date: 11/22/22

Sworn To Before Me This

22 Day of NOVEMBER 2022

Katina Kovacevic

Notary Public

KATINA KOVACEVIC
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01KO6114180
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 9/13/24

Revised 4.2017

Attachment: Contract for CRS Routing 11.2022 (RES-2022-1230 : Townwide Car Wash Contract: Delta-Sonic Carwash Systems, Inc, (CRS#3745))

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
02/17/2022

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
Marsh USA Inc.
99 High Street
Boston, MA 02110
Attn: Boston.certrequest@Marsh.com

CN117302421--GAWC-22-23

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corporation	11551
INSURER B : Sompo America Insurance Company	11126
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DELTA-SONIC CARWASH SYSTEMS, INC.
570 DELAWARE AVENUE
BUFFALO, NY 14202-1284

COVERAGES **CERTIFICATE NUMBER:** NYC-011236166-03 **REVISION NUMBER:** 0

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 SIR: $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	GGR30000063401	02/15/2022	02/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,750, $ 100, $ EXCLUD $ 1,750, $ 3,750, $ 3,750,
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ADVS1122W0	02/15/2022	02/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll	$ 2,000, $ $ $ $ 1,
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is included as an additional insured. Coverage applies on a Primary and Non-Contributory basis for all ongoing and completed operations as required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Marsh USA Inc.

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Attachment: Contract for CRS Routing 11.2022 (RES-2022-1230 : Townwide Car Wash Contract: Delta-Sonic Carwash Systems, Inc,

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26790 **RESOLUTION 2022-1231** **ADOPTED**

Contract Extension: Police Dog Boarding Agreement Amherst Boarding Kennel, LLC (CRS #3738)

TOWN BOARD AGENDA ITEM: DECEMBER 12, 2022

TO: **Town Board**

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

RE: **Contract Extension: Police Dog Boarding Agreement Amherst Boarding Kennel, LLC (CRS #3738)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract extension between the Town of Amherst (Police) and Amherst Boarding Kennel with regard to the above-entitled matter. The original contract was approved on April 25, 2022 under Town Board Resolution number 2022-430 (CRS #3181). This contract extension has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 12, 2022)**

12/12/2022
Consent

FINANCIAL IMPACT:

T 2917 .4002: Estimate of $8,000.00

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

CONTRACT EXTENSION

Let this document serve as a one (1) year extension of the Agreement between the Town of Amherst, New York and Amherst Boarding Kennel, LLC, dated April 25, 2022, (CRS#3181) 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: _____

AMHERST BOARDING KENNEL, LLC

By: _____
Richard Smehlik, Owner

Date: 11/11/22

Attachment: full contract for approvals (RES-2022-1231 : Contract Extension: Amherst Boarding Kennel (CRS#3738))

AGREEMENT
BY AND BETWEEN
TOWN OF AMHERST, NEW YORK
AND
AMHERST BOARDING KENNEL, LLC

THIS AGREEMENT made ON FEB 11, 2022, by and between the TOWN OF AMHERST, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, having its offices located at 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and AMHERST BOARDING KENNEL, LLC a limited liability corporation organized and existing under the laws of the State of New York, having its principal offices located at 4650 Millersport Highway, East Amherst, New York 14051 (hereinafter referred to as the "Amherst Boarding").

WITNESSETH:

WHEREAS, the Town is desirous of obtaining the professional services of Amherst Boarding for the kenneling services of the law enforcement canines owned by the Town of Amherst Police Department (hereinafter referred to as the "Police Department") and to provide the services set forth herein; and

WHEREAS, Amherst Boarding specializes in the caring for and training of law enforcement canines; and

WHEREAS, Amherst Boarding is conveniently located approximately five (5) miles from the Police Department; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth hereinbelow, it is hereby agreed between the Town and Amherst Boarding as follows:

1. The purpose of this Agreement is to provide commercial kenneling facilities and services in support of the Police Department's canine program.

2. Amherst Boarding shall provide all labor, materials and supervision, and facilities to provide kenneling services for the Police Department's canines.

3. Amherst Boarding shall issue a key to the kennel facility to each assigned Police Department canine officer and their supervisor to enable access to the facility twenty-four (24) hours a day, seven (7) days a week. Amherst Boarding shall ensure that only authorized personnel have access to the Police Department's canines. Access to the Police Department's canines by the general public is prohibited at all times.

Attachment: full contract for approvals (RES-2022-1231 : Contract Extension: Amherst Boarding Kennel (CRS#3738))

4. In addition to housing the canines, Amherst Boarding shall also be responsible for cleaning the kennels and maintaining them in a safe and sanitary condition.

5. Facility Requirements: Amherst Boarding's facility should be an indoor/outdoor type, which allows the canines access to adequate shade, fresh air, exercise and protection from inclement weather and unauthorized personnel. Regardless of the kennel type, only one (1) canine shall be in each kennel run. Shipping crates or wire cages are not acceptable at any time for the boarding or kenneling of the canine.

    a. Floor and Dog Runs: The kenneling building will be constructed with a concrete foundation and floor; all runs will be constructed of concrete. Kennel run floors will be a sealed hard surface (i.e. concrete or tile is acceptable). All concrete surfaces will be sloped and constructed to allow for adequate drainage for flushing stools and urine from the kennel run. Pooling of liquid is not permitted. Other floors and pathways should be of non-skid surface.

    b. Outside Kennel Runs: If kennel runs use a common barrier to separate adjacent runs, the barrier should be a solid wall at least 4 feet wide in height.

    c. Inside/Outside Kennel Runs: The outside portion of each kennel run will have 4 feet in height with solid walls between adjacent runs and the kennel run will be at least 6 feet long and 4 feet wide. The sleeping area will be large enough to allow the animal to turn freely and be at least 2 inches taller than the canine's head while in the standing position. Access doors to the inside sleeping area will be sufficient size to allow the canines to enter without scraping their sides or back. A guillotine type drop door is permissible.

    d. Enclosed Indoor Kennel Runs: Runs that are totally enclosed in a building will meet the same size requirements for indoor/outdoor or outdoor runs. Indoor runs will meet or exceed all requirements for ventilation in accordance with all local, state and federal regulations regarding kennel services. Indoor runs shall have air conditioning/ventilations systems that maintain the inside ambient air temperature within 10 degrees above or below the outside ambient air temperature. The kennel facility shall have fresh air either through windows, doors, vents or air conditioning. Auxiliary ventilation (i.e. air conditioning or exhaust fans) is required where the ambient temperature can reach 90 degrees fahrenheit or higher. The minimum indoor air temperature shall not be less than 40 degrees fahrenheit. The maximum indoor temperature shall not be more than 90 degrees fahrenheit. The minimum/maximum is to ensure that the canines maintain acclimation to the weather conditions in the work environment.

    Each run shall be separated by a partition constructed of concrete, fiberglass or stainless steel at least 48 inches high to prevent cross contamination between kennels. The partition shall be capable of preventing cross

Attachment: full contract for approvals (RES-2022-1231 : Contract Extension: Amherst Boarding Kennel (CRS#3738))

contamination between runs. All runs shall have chain link tops, to prevent the canine from jumping or climbing out. Kennel runs shall be disinfected with veterinary approved chemicals. Dog beds shall be of non-porous materials (i.e. stainless steel, fiberglass).

e. Fencing and Gates: Wire mesh fence fabric will be utilized on the runs and gates.

f. Lighting: The kennel compound and kennel runs will be sufficiently lighted to provide security and to allow for safe nighttime activity in removing or returning canines to their kennel runs. All accessible areas will be lighted, either by motion sensors or permanent lighting.

g. Kennel Construction: The Town will not reimburse Amherst Boarding for any construction or remodeling.

6. Sanitation: Kennel runs and sleeping areas will be disinfected at least every four calendar days with a veterinarian approved disinfectant solution. Kennel runs will be washed and stools will be removed from the runs as often as necessary. Stools, urine and waste dog food will not be allowed to remain in a run for more than one hour during normal operating hours. All stools will be removed within one hour after the facility opens for business or no later than 9:00 AM on days when the kennel is not open for business. All chemicals shall be stored away from any food items or near the floor, capped and in the original labeled containers. Chemicals not in the original container shall be clearly marked. The Environmental Protection Agency or the State shall approve all disinfectants used for cleaning.

7. Food and Water Areas: The food and water utensils shall be cleaned daily with hot soapy water. Utensils used in preparation of food shall be cleaned immediately after each food preparation period. Stainless steel feed and water pans will be used. Empty dog food bags will be removed and disposed of in a covered container. All food will be stored in rodent proof storage containers. The area will be rodent and pest free. A refrigerator for diet and medications will be available. Medication will be properly labeled and stored in the refrigerator. If the water supply comes from an underground well, it must be tested and approved for human consumption (potable). The kennel shall have potable hot and cold running water. Self-waterers will not be permitted.

8. Health: The kennel shall have First Aid Kits for personnel and animals. Amherst Boarding shall have written procedures to educate employees on how to handle animal related injuries.

   Amherst Boarding shall observe the appearance and activity of the canines for signs of illness, wounds, disease and discontent. Amherst Boarding shall specifically watch for signs of injury and other changes in physical condition. In the event a Police Department owned canine is injured or becomes ill, Amherst Boarding will

Attachment: full contract for approvals (RES-2022-1231 : Contract Extension: Amherst Boarding Kennel (CRS#3738))

contact the assigned handler of the canine within one (1) hour. If he/she is unavailable, the supervisor will be contacted. If it is an emergency and a canine handler or supervisor cannot be contacted, Amherst Boarding will take the ill or injured canine to Green Acres Veterinary Center, 2060 Niagara Falls Blvd, Tonawanda New York. In the unlikely event a Police Department canine passes away, the canine's handler will take possession of the canine and dispose of the remains at an offsite location. No Police Department canine shall be buried or disposed of by kennel personnel.

9. Bathing: Police Department Officers shall be responsible for bathing of their own canines.

10. Debris: Amherst Boarding shall ensure the compound area in which the kennels are located shall be free of all refuse, garbage, trash and debris. Seeded areas within the compound shall be mowed/chopped and kept free of brush and tall vegetation that could pose a health hazard to the canines, handlers or other individuals entering the premises.

11. Food: Amherst Boarding shall provide dog food that meets the Police Department's minimum requirements.

12. Feeding: The canine's feeding schedule shall be determined by each individual canine officer.

13. General Requirements:

    a. Protection: Amherst Boarding shall have a plan for emergency procedures. A copy of the local fire evacuation plan shall be posted in the kennel. Amherst Boarding will provide fire extinguishers onsite to extinguish common construction materials and/or electrical fires. Amherst Boarding will ensure the fire extinguishers are inspected and maintained in accordance with the local/state/federal fire regulations. Amherst Boarding shall have business insurance as required by law.

    b. Amherst Boarding shall have a written plan for handling the "escaped dog" scenario. The plan shall define what steps are taken to notify the owner, advertise in local publications, etc.

    c. Personnel: If required by the state, the county in which the kennel is located must certify the kennel manager. If the kennel manager is replaced, Amherst Boarding kennel will provide prior notification to the Police Department.

    d. Access: All canine officers will require 24-hour access to the portion of the kennel facility used to kennel the Police Department's canines. If key type door locks or padlocks are used for after hour's security, Amherst Boarding will provide a key (or set of keys, as appropriate) to each assigned canine

Attachment: full contract for approvals (RES-2022-1231 : Contract Extension: Amherst Boarding Kennel (CRS#3738))

officer. All entry/exit points will be locked after hours or when unattended. All dog runs will be secured. Kennels shall have double gate/doors to enter/exit the facility and grounds. Amherst Boarding shall provide keys and/or access codes to alarm systems for 24-hour a day canine officer access to the facility.

e. Record Keeping: Amherst Boarding will keep a record of all Police Department canines kenneled at the facility during each thirty (30) day/monthly billing cycle. The record will include the following information at a minimum:

    1. The date of arrival and departure;
    2. If food is provided by Amherst Boarding, the number of pounds of dog food consumed by the canine(s) during the billing cycle.

f. Invoice: Amherst Boarding will submit an invoice to the Police Department for approval at the end of each month.

14. Indemnity: To the fullest extent permitted by law, Amherst Boarding 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 Amherst Boarding 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.

15. Insurance Requirements: Amherst Boarding 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: Amherst Boarding 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: Amherst Boarding 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.

Attachment: full contract for approvals (RES-2022-1231 : Contract Extension: Amherst Boarding Kennel (CRS#3738))

16. Term of Agreement: The term of this Agreement shall be for the period beginning on March 1, 2022 and running through December 31, 2022.

17. Renewal of Agreement: One party shall notify the other party of their desire to renew the Agreement by written notice at least thirty (30) calendar days prior to the expiration of this Agreement. Upon receipt and written acknowledgment of such notice this Agreement shall renew for successive terms of one (1) year.

18. Termination of Agreement: This Agreement may be terminated by either party upon sixty (60) calendar days by written notice to the other party.

19. Rates:

Daily Rate	Purpose of Stay
$20.00	Residential Rate
$34.00	Vacation Rate

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers the day and year first written above.

TOWN OF AMHERST, NEW YORK

By: _____ _____
Brian J. Kulpa, Town Supervisor Date

AMHERST BOARDING KENNEL, LLC

By: _____ 2/11/22
Richard Smehlik, Owner Date

Attachment: full contract for approvals (RES-2022-1231 : Contract Extension: Amherst Boarding Kennel (CRS#3738))

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: AMHERST BOARDING KENNEL

Signature: [signature]

Print Name: RICHARD SMERLIK

Title: OWNER

Date: 2/11/22

Sworn To Before Me This

11 Day of February, 2022

[signature]

Notary Public

CHRISTA A KENNEY
Notary Public, State of New York
Reg. No. 01KE8023824
Qualified in Niagara County
Commission Expires 4/20/2023

Attachment: full contract for approvals (RES-2022-1231 : Contract Extension: Amherst Boarding Kennel (CRS#3738))

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26856 **RESOLUTION 2022-1232** **ADOPTED**

Erie County Congregate Dining Services CRS #1167

We respectfully request Town Board approval for the Supervisor to approve the continuation of Nutrition Services between the Town of Amherst (Amherst Senior Services Department) and Erie County Congregate Dining Services until the Fifth Amendment is received and approved through the Contract Routing process.

12/12/2022
Consent

FINANCIAL IMPACT:

A6773-4000

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

Amherst Center for Senior Services

BRIAN J. KULPA
Supervisor, Town of Amherst

MELISSA ABEL
Director, Senior Services

370 John James Audubon Pkwy • Amherst, New York • 14228
Phone (716) 636-3050 Fax (716) 636-3060

Erie County Congregate Dining Services - CRS # 1167

Per a phone call with Erie County, the Fifth Amendment to the Congregate Dining agreement will be delayed until after January 1, 2023.

We respectfully request Town Board approval for the Supervisor to approve the continuation of Nutrition Services between the Town of Amherst (Amherst Senior Services Department) and Erie County Congregate Dining Services until the Fifth Amendment is received from Erie County and approved through the Contract Routing process.

Financial Impact:
Payment from Budget Line A6773-4000

Attachment: congregate dining-12072022114607-0001 (RES-2022-1232 : Erie County Congregate Dining Services CRS #1167)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26678 **RESOLUTION 2022-1233** **ADOPTED**

Notice of Award (HHS) - CRS #3667

Authorize the Town of Amherst to accept a grant from the US Department of Health and Human Services on behalf of the Amherst Youth & Community Coalition for Year 3 funding under the Drug Free Communities program.

12/12/2022
Consent

FINANCIAL IMPACT:

A 7258: -$103,864.00 (revenue)

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

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NH28CE003025-03-00
FAIN# NH28CE003025
Federal Award Date: 07/09/2022

Recipient Information

1. Recipient Name
AMHERST, TOWN OF
5583 Main St
AMHERST YOUTH AND RECREATION
DEPARTMENT
Williamsville, NY 14221-5488

2. Congressional District of Recipient
26

3. Payment System Identifier (ID)
1166002157A1

4. Employer Identification Number (EIN)
166002157

5. Data Universal Numbering System (DUNS)
029491128

6. Recipient's Unique Entity Identifier (UEI)
MJEDFWH39XQ8

7. Project Director or Principal Investigator
MARY-DIANA POULI
MPOULI@AMHERST.NY.US
716-631-7132

8. Authorized Official
Mr. Brian Kulpa
Town Supervisor
bkulpa@amherst.ny.us
7166317302

Federal Agency Information
CDC Office of Financial Resources

9. Awarding Agency Contact Information
Mikaela Smith
Grantor
syz9@cdc.gov
678-475-4949

10.Program Official Contact Information
Taynel Albarran
Public Health Advisor
qky9@cdc.gov
404-498-2093

Federal Award Information

11. Award Number
5 NH28CE003025-03-00

12. Unique Federal Award Identification Number (FAIN)
NH28CE003025

13. Statutory Authority
Drug-Free Communities Act, 21 USC 1531 et seq.,P.L.105-20

14. Federal Award Project Title
AMHERST TASK FORCE FOR HEALTHY COMMUNITY*HEALTHY YOUTH

15. Assistance Listing Number
93.276

16. Assistance Listing Program Title
Drug-Free Communities Support Program Grants

17. Award Action Type
Non-Competing Continuation

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 09/30/2022 **- End Date** 09/29/2023	
20.	**Total Amount of Federal Funds Obligated by this Action**	$103,864.00
	20a. Direct Cost Amount	$103,864.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$129,830.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$233,694.00
26.	**Period of Perfomance Start Date** 12/31/2020 **- End Date** 09/29/2025	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$675,424.00

28. Authorized Treatment of Program Income
ADDITIONAL COSTS

29. Grants Management Officer – Signature
Valencia Williams
Lead Grant Management Specialist

30. Remarks

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NH28CE003025-03-00
FAIN# NH28CE003025
Federal Award Date: 07/09/2022

Recipient Information

Recipient Name
AMHERST, TOWN OF
5583 Main St
AMHERST YOUTH AND RECREATION
DEPARTMENT
Williamsville, NY 14221-5488

Congressional District of Recipient
26

Payment Account Number and Type
1166002157A1

Employer Identification Number (EIN) Data
166002157

Universal Numbering System (DUNS)
029491128

Recipient's Unique Entity Identifier (UEI)
MJEDFWH39XQ8

31. Assistance Type
Cooperative Agreement

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$28,310.00
b. Fringe Benefits	$2,874.00
c. Total Personnel Costs	$31,184.00
d. Equipment	$0.00
e. Supplies	$8,570.00
f. Travel	$13,810.00
g. Construction	$0.00
h. Other	$300.00
i. Contractual	$50,000.00
j. TOTAL DIRECT COSTS	$103,864.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$103,864.00
m. Federal Share	$103,864.00
n. Non-Federal Share	$129,830.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
2-9390JXS	21NH28CE003025	CE	41.51	93.276	$103,864.00	75-22-0943

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 5 NH28CE003025-03-00
FAIN# NH28CE003025
Federal Award Date: 07/09/2022

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00
Total	$0.00	$0.00	$0.00

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

AWARD ATTACHMENTS

AMHERST, TOWN OF 5 NH28CE003025-03-00

1. Terms and Conditions

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at https://www.cdc.gov/grants/federal-regulations-policies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-CE20-2003**, entitled **Drug-Free Communities (DFC) Support Program**, and application dated 4/5/2022, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of $**103864** is approved for the **Year 8** budget period, which is **September 30, 2022** through **September 29, 2023**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Grant

Key Personnel: In addition to the Principal Investigator/Project Director identified in this Notice of Award, the application and work plan included individuals considered key personnel. In accordance 45 CFR Part 75.308, the recipient must request prior approval from CDC to change the following individual/position:

Mary-Diana, Pouli – Principal Investigator/Project Director
Brian, Kulpa –Authorized Representative or Business Official

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

☒ Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions: Restrictions that must be considered while planning the programs and writing the budget are:

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additionalrequirements/ar-35.html).
- Food is **generally unallowable.** Exceptions within the DFC Support Program may include food used as a small incentive (not to exceed $3.00 per person) to encourage participation in a community-wide event. Food costs are not allowable for general coalition or subcommittee meetings.
- No more than **10 percent** of the total federal grant award may be used for **data collection and evaluation** purposes unless approved by the Project Officer and Grants Management Specialist.
- DFC grant funds **may not** be passed through by contract or any other method to another entity to conduct the programmatic work on the DFC Program. The funded grant recipient and coalition are expected to perform the substantive role and manage the efforts carried out by this grant.
- The Authorized Representative or Business Official charged with financial oversight responsibilities for the DFC grant award **must** be an employee of the recipient organization and identified in the 'Personnel' budget category. **NOTE:** The Program Director/Principal Investigator (PD/PI) and Business Official **cannot** be the same individual.
- The Program Director/Principal Investigator (PD/PI) **must** be an employee of the recipient organization, overseeing the day to day operations of the grant, and **must** be identified in the 'Personnel' budget category as either federal or non-federal.

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

- DFC grant funds **may not** be used to provide funding to community organizations through mini-grants, including one coalition funding another coalition.
- DFC grant funds **may not** be utilized for the following: law enforcement equipment, drug search detection canines or related training, drug courts, lighting, or community gardening efforts.
- DFC grant funds **may not** be used for stipends, as defined in the HHS Grants Policy Statement (GPS).
- Cost of Promotional items are **generally unallowable**. However, the exception would be for program outreach, and other specific purposes necessary to meet the requirements, goals, and objectives of the federal grant award.

Indirect Costs

Indirect costs are not applicable to this award.

Pandemic Relief Waiver: The DFC Pandemic Relief Act was passed as part of the Consolidated Appropriations Act of 2022. This Act gives the Office of National Drug Control Policy (ONDCP) the authority to provide relief of the DFC program's local matching requirements for coalitions impacted by COVID-19. The Pandemic Waiver Request submitted is approved for the budget period covering 9/30/2022 – 9/29/2023.

Matching Funds Requirement: The level of non-federal participation for the Drug Free Communities Grant Program per your approved Pandemic Relief Waiver is **$26,420** of the required **$156,250.**

Matching is generally calculated on the basis of the federal award amount and is comprised of recipient contributions proposed to support anticipated costs of the project during a specific budget period (confirmation of the existence of funding is supplied by the recipient via their Federal Financial Report). The recipient must be able to account separately for stewardship of the federal funding and for any required matching; it is subject to monitoring, oversight, and audit. The recipient may not use matching expenditures to count toward any Maintaining State Funding requirement.

When a recipient requests a carryover of unobligated funds from prior year(s), matching funds equal to the new requirement must be on record in the CDC grant file, or the recipient must provide evidence with the carryover request.

The recipient must receive and expend non-Federal matching funds as required in the NOFO and the Drug-Free Communities Act. In-kind support (i.e., donations, volunteer time, etc.) may also be used to satisfy the match requirement. The table below indicates the percentage of match required for DFC grant recipients in each year of the grant.

Grant Year	Matching Requirement
1-6	100%
7-8	125%
9-10	150%

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

REPORTING REQUIREMENTS

Semi-Annual Progress Reports and Core Measures Data: All DFC Recipients
Semi-Annual Progress Reports for all FY 2022 DFC Grant recipients are due on the following dates:

- February 2023
- August 2023

DFC recipients must submit their Final programmatic report through the DFC Me system (https://dfcme.ondcp.eop.gov/). For more information on the DFC Me system, please contact the DFC National Evaluation Team at dfc_evaluators@icf.com .

Core Measures Data
DFC recipients are required to provide core measures data every two years, via the DFC Me system, on the following core measures for alcohol, tobacco, marijuana, and (illicit) use of prescription drugs for three grades (6th-12th) with a recommended combination of at least one middle school grade and at least one high school grade:

1. Past 30-day use
2. Perception of risk or harm
3. Perception of parental disapproval of use
4. Perception of peer disapproval of use

Year 6 Recipients
Year 6 recipients who received continuous funding between Years 5 and 6 will remain on the core measure reporting schedule established in the first five years of DFC funding.

Year 6 recipients who have not had sequential years of DFC funding will need to speak with the DFC National Evaluation Team to determine when to report core measures. Please contact the DFC National Evaluation Team at dfc_evaluators@icf.com for more information.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Valencia Williams, Grants Management Officer
Centers for Disease Control and Prevention
Branch 5
Email: yyr1@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

Drug-Free Communities (DFC) Program: The Drug-Free Communities (DFC) Support Program was established under the Drug-Free Communities Act of 1997, P.L. 105-20. The purpose of DFC funding is to address two major goals: 1) establish and strengthen collaboration among communities, public and private non-profit agencies, and Federal, state, local and tribal governments to support the efforts of community coalitions, and 2) reduce substance use among youth and, over time, among adults.

The DFC Program is funded and directed by the Office of National Drug Control Policy (ONDCP) and partners with the Centers for Disease Control and Prevention (CDC) for day-to-day management. While responsibility rests with the recipient for achieving the primary goals of the program, CDC shall monitor and provide continuing technical assistance, consultation, and coordination in the execution of the project during the funding period. You can find additional details about the support available to you as a recipient on the DFC Me (Management and Evaluation) system's Learning Center at https://dfcme.ondcp.eop.gov/.

Recipient Roles and Responsibilities: For the purposes of the DFC Program, a recipient is either a coalition that has received a grant or is an outside agent that is serving as the grant award recipient on behalf of a community coalition. The following Statutory Eligibility Requirements must be met each year while the coalition is funded by the DFC Program.

The Statutory Eligibility Requirements pertain to all DFC-funded coalitions. If you are the

Attachment: Notice of Award (RES-2022-1233 : Notice of Award (HHS) Year 3 - CRS #3667)

recipient for a coalition, you are responsible for ensuring all eligibility criteria are met by the coalition.
The recipient must continue to meet the Statutory Eligibility Requirements, as required by the original Funding Opportunity Announcement and the Drug-Free Communities Act during each year of funding.

- The coalition must have at least one representative from the required 12 sectors, as outlined in the NOFO and the Drug-Free Communities Act of 1997;
- The coalition must maintain meeting minutes that demonstrates it is a unique entity that has substantial involvement from its members and is working toward to the two goals of the DFC Program;
- The coalition must address multiple (more than one) drugs in its annual 12-Month Action Plan for each year of funding;
- The coalition must have as its principal mission the reduction of youth substance use;
- The coalition has not received 10 years of DFC funding;
- The coalition must provide data every two years on the following core measures for alcohol, tobacco, marijuana, and prescription drugs for three grades (6th-12th):
    - Past 30–day use;
    - Perception of risk or harm;
    - Perception of parental disapproval of use; and
    - Perception of peer disapproval of use
- The recipient must be an entity eligible to receive Federal funds;
- The recipient must not request more than **$125,000** per year;
- The recipient must document non-Federal match as defined in the DFC Act; and
- The recipient can only be awarded one DFC grant at a time.

Other Requirements for all DFC Recipients (coalitions or outside agents)
- The recipient must continue implementing the specific goals and objectives outlined in their approved application for DFC funding;
- The recipient must develop a funding plan that ensures (1) the required match of requested Federal funds and (2) to solicit substantial financial support from non-Federal sources for sustainability purposes;
- The recipient's key personnel is the Program Director and Project Coordinator, of the DFC-funded coalition must participate in the DFC Me (Management and Evaluation) system. (https://dfcme.ondcp.eop.gov/);
- The recipient is expected to use the Strategic Prevention Framework (SPF), a five step evidence based process for community planning and decision making; and,
- The recipient must plan and implement a comprehensive 12-Month Action Plan inclusive of the Seven Strategies for Community Change.

Requirements for Recipients in Year 3 and 7
- The coalition must submit via the DFC Me system a Strategic Plan for Sustainability with the February Progress Report in Years 3 and 7 of DFC funding.

DFC Management and Evaluation (DFC Me) System
DFC Me is ONDCP's new interactive system designed to improve communication and help your coalition better manage its DFC grant requirements. DFC Me is also your one-stop shop for submitting Semi-Annual Progress Reports, sharing best practices, receiving the latest program and training updates, and the ability to request technical assistance.

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The Program Director and Project Coordinator of the DFC-funded coalition must participate in the DFC Me system (https://dfcme.ondcp.eop.gov/), so that they receive information from ONDCP DFC Staff on a regular basis. This includes submitting contact information for each of the required 12 sector representatives. Key Personnel should discuss the use of the DFC Me system with sector members chosen to represent each sector, so that they understand their role in distribution of information sent to them. Information sent to specific sectors will always be sent to the Key Personnel.

DFC-funded coalitions will receive additional information on the DFC Me system via email from their assigned DFC PO. For more information on the DFC Me system, please contact the DFC National Evaluation Team at dfc_evaluators@icf.com.

Award Expectations and Noncompliance

The eligibility and program requirements originally outlined in the NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the NOFO and related policy and guidance, as well as the certifications and assurances submitted with the award application.

Failure to meet any one of these requirements is considered non-compliance with program and grant regulations. If for any reason you do not comply with the applicable terms, conditions, rules and regulations, or deadlines for the DFC Program, your grant will be subject to the Progressive Discipline and Appeals Process. There are three progressive discipline actions that can be taken: 1) Addition of special terms or conditions, 2) Suspension, and 3) Termination.

Failure to comply with Special Terms and Conditions may also result in a financial drawdown restriction on your Payment Management System account or denial of funding in the future. Additional terms and/or conditions may also be applied to this award if outstanding financial or programmatic compliance issues are identified by Centers for Disease Control and Prevention (CDC).

Corrective Action Plan (CAP)

When requested by the DFC PO, the recipient must develop a Corrective Action Plan (CAP) and complete the approved plan within the designated timeframe designated by the DFC PO. The Corrective Action Plan must be designed to address potential or identified deficiencies in performance and/or in the conditions contributing or causing the identified unsatisfactory performance. Failure to submit a responsive CAP may result in a determination of non-compliance with program and grant regulations and the addition of special terms or conditions to the award.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

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Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.

PROGRAM OR FUNDING SPECIFIC CLOSEOUT REQUIREMENTS

Closeout Requirements (applicable to the final year of the DFC grant)

The final programmatic report format required is the following.

Final Performance Progress and Evaluation Report: This report should include the information specified in the NOFO and is submitted 90 days following the end of the period of performance via www.grantsolutions.gov . At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Additional guidance may be provided by the GMS and found at: https://www.cdc.gov/grants/already-have-grant/index.html.

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26766 **RESOLUTION 2022-1234** **ADOPTED**

2023 Youth Agreement (EC DSS) - CRS #3744

Authorize the Supervisor to sign a Youth Development Agreement between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) for a youth leadership program from January 1 through September 30, 2023.

12/12/2022
Consent

FINANCIAL IMPACT:

A 7145.03089; -$48,279.00 (revenue)

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

2023 YOUTH DEVELOPMENT PROGRAM AGREEMENT

THIS AGREEMENT is made as of the date of the last signature affixed hereto, by and between the County of Erie, a municipal corporation of the State of New York through the Erie County Department of Social Services, having its office at 95 Franklin Street, in the City of Buffalo, New York, hereinafter called the Department and **Town of Amherst Youth & Recreation Department**, a municipality maintaining offices at **1615 Amherst Manor Drive, Williamsville, New York 14221,** hereinafter called the Contractor.

WITNESSETH:

WHEREAS, Article 12 of the Erie County Charter has established a division of youth within the Erie County Department of Social Services; and

WHEREAS, the Contractor has submitted to the Department an application for a youth program to advance the moral, physical, mental and social well-being of the youth of the County of Erie; and

WHEREAS, the Department desires to assist the Contractor on its Youth Program, and to secure reimbursable funds therefore from the State of New York; and

WHEREAS, the Erie County Legislature has approved the Youth Program and authorized the County Executive to execute all necessary documents and agreements to implement such program.

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. The New York State Office of Children & Family Services detail the program service to be rendered by the Contractor and the costs to be incurred by the Contractor in providing such service, and both become a part of this Agreement.

2. The Contractor agrees that it will comply with all provisions of the United States Constitution and of all laws of the State of New York and the County of Erie, and particularly with Section 103a and 103b of the General Municipal Law, the laws against discrimination and those regarding workers' compensation and employment disability and the New York State Office of Children & Family Services Law, and will comply with all the rules and regulations of the New York State Office of Children and Family Services and of the Comptroller of the County of Erie.

3. The Contractor agrees that the Department will not be liable for payment for any item not set forth in a Contractor line item budget or for monies expended by the Contractor beyond

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

the sum allocated in the program budget. Any modifications in the line item budget must be approved in advance, in writing by the Department and the New York State Office of Children and Family Services.

4. The Contractor agrees to submit to the Department on or before the fifteenth day of each succeeding quarter a report of its expenditures during the preceding quarter with verified or certified vouchers and other supporting data attached, which Quarterly Report of Expenditures must satisfy the Department that such quarterly expenditures were made in accordance with the New York State Office of Children & Families Fiscal Policies and Procedures Manual.

5. The Department reserves the right to hold or adjust the Contractor's current Reimbursement payment pending approval of the Contractor's Quarterly Report of Expenditures. The Department further reserves the right to hold or adjust the Contractor's current Reimbursement payment if the Contractor owes to the Department any monies from a previous year.

6. The Contractor agrees to refund the Department any unused amounts of Reimbursements paid to it under this agreement or determined to be inadequately or improperly accounted for in accordance with the Department, the Erie County Comptroller Audit or the New York State Office of Children & Family Services Audit.

7. The Contractor agrees to submit a final year end Expenditure Report to the Department on or before 45 (forty-five) days after the end of the program year. Any exception to this requirement requires the written approval by the Department.

8. The Contractor agrees to adhere to all requirements set forth by the Erie County Youth Bureau Policy & Procedures Manual.

9. **The Contractor shall provide the contract services in accordance with the attached program narrative and budget labeled Appendix A, attached hereto and made part hereof.**

10. ACCOUNTABILITY

The Contractor shall be fully accountable for its performance under this Contract and its officers agree to answer, under oath, all questions relative to the performance thereof, and to any transaction, act or mission, had, done or omitted in connection herewith called before any judicial county, state or federal Contractor empowered to investigate this Contract or its performance.

11. AMENDMENT

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. It shall not be released, discharged, changed or modified

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

except by an instrument in writing signed by a duly authorized representative of each of the parties.

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.

12. ASSIGNMENT

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

13. BACKGROUND CHECKS

The Contractor shall conduct a criminal history check for all prospective employees/volunteers as a condition of employment for the performance of work under this contract or any subcontract hereunder prior to any employment. Any applicant, volunteer or employee found to be a registered sex offender will be immediately removed from all work on this contract or any subcontract hereunder. In addition, contractor agrees to conduct the aforesaid criminal history check for all current and prospective employees/volunteers periodically throughout the course of their employment with the contractor. The contractor shall conduct said periodic checks no less than every 18 months for each employee/volunteer performing work under this contract or any subcontract hereunder.

14. CONFIDENTIALITY

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said statutes or regulations shall be cause for immediate termination of this Contract.

15. EQUIPMENT

The Contractor agrees that all equipment purchased under this Agreement with a unit cost over $200 (two hundred dollars) and/or with a useful life of more than 2 (two) years is the

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property of the Department and upon the termination of this contract, the Department may request that the equipment be returned.

16. EXECUTIVE ORDER

Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Consultant/Contractor/Agency be considered a covered provider thereunder, the Consultant/Contractor/Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State Contractor(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State Contractor(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Consultant/ Contractor/Contractor shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis. If Contractor is a Covered Provider, evidence of such compliance shall be submitted with the fourth (4^{th}) quarter report.

The Contractor shall comply with Executive Order 13 (2014), and agrees to complete the Certificate collectively attached hereto and made a part hereof. The Contractor shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractor's compliance with Erie County Executive Order No. 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for determining that the Contractor is not qualified to participate in future county contracts.

17. EXECUTORY

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the

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County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

18. FINANCIAL RECORDS

The Contractor agrees to keep and, upon reasonable prior request, make available to the United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees, its financial and other records of the funds paid to it and performed by it hereunder.

The United States, the New York State Department of Temporary Assistance, the Department and the Erie County Comptroller or their designees' may, at their option, on reasonable notice, and its expenses, audit the pertinent books and records of the Contractor concerning this Contract.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The failure of the Contractor to submit required reports as specified by the Department or as incorporated into this contract shall result in the suspension of all payments for services rendered by the Contractor pursuant to this Contract and may at the discretion of the

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Department result in the Department's cessation of service referrals to the Contractor until such time as the Contractor remedies said failure to the satisfaction of the Department. Reports required by the Department may be added, deleted or revised over time and these reports are deemed to be incorporated into this contractual agreement if and as they occur.

19. GOVERNING LAW

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extend permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

20. HEADINGS

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

21. INDEMNIFICATION

The Contractor agrees:

a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

b) 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.

22. INDEPENDENT CONTRACTOR

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, Contractor, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that

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neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, Contractor or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.

23. INSURANCE

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

24. INTERPRETATION

The Contractor shall be responsible for providing interpretation services to clients, when necessary, at no additional cost to the Department.

25. LAWS APPLICABLE

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

26. MBE/WBE PARTICIPATION

Pursuant to County of Erie Local Law No. 9, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all Departments of the County. The Contractor agrees to complete the questionnaire attached hereto and forming a part hereof entitled Business Enterprises Owned and Controlled by Persons of Color or Women and submit same as an addition to the required fourth quarter report subject to the reporting terms contained in this agreement.

27. NON-DISCRIMINATION

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age,

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national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

28. NON-REIMBURSABLE SERVICES

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

29. NOTICES

All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

Notices shall be sent to the following:

To the County Program Area:
Deputy Commissioner Youth Services
810 East Ferry Street
Buffalo, New York 14211

With a copy to:
Erie County Department of Social Services,
Office of Counsel, 95 Franklin St, Room 746
Buffalo, New York 14202

To the Contractor:

Town of Amherst Youth & Recreation Dept.
1615 Amherst Manor Drive
Williamsville, New York 14221

30. PAYMENT

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Contractor on properly executed payment vouchers of the County and paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice and must contain the

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invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Contractor exceed the not-to exceed amount set forth above.

The Department agrees to pay the Contractor for said services to be rendered for the period set forth a sum not to exceed Forty-eight Thousand Two Hundred Seventy-nine Dollars and no cents ($48,279.00). Sum shall be paid to the Contractor upon invoice to be submitted to: Erie County Youth Bureau, Secure Youth Detention Center, 810 East Ferry Street, Buffalo, New York 14211.

31. PROCUREMENT

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a sub-recipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

32. TERM

The term of this Agreement shall commence on January 1, 2023 and shall terminate on September 30, 2023, unless terminated earlier pursuant to the provisions of this Agreement. The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner of the Department, or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

33. TERMINATION

a) The County, upon thirty (30) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner

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shall determine the value of such Services rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

b) The contract may be terminated immediately by ECDSS, without notice, for cause or discovery of the Contractor's non-performance or breach of this contract.

34. WAIVER

Failure of the County to insist, in any one or more instances, upon strict performances of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Revised 2020

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IN WITNESS WHEREOF, the parties hereto have signed and executed this agreement on the date and year last written below.

APPROVED AS TO CONTENT

_____
ECDSS Program Area

DATE:_____

APPROVED AS TO FORM

BY: _____
ECDSS Office of Counsel

DATE: _____

FOR THE CONTRACTOR: _____
Signature

TITLE: _____

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

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

_____
NOTARY PUBLIC

My Commission expires _____

FOR THE ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES:

_____
DEPUTY COMMISSIONER-YOUTH SVCS.

DATE: _____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ / MARIA WHYTE
County Executive / Deputy County Executive

DATE: _____

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APPENDIX A

BUDGET & NARRATIVE

(PLEASE ATTACH)

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

1. Organizational Mission

Vision Statement

The Amherst Youth & Recreation Department envisions Amherst as an active community where all children, adults, and families are valued, engaged, and celebrated.

Mission Statement

The mission of the Amherst Youth & Recreation Department is to serve and engage the community through partnerships and advocacy; providing quality programs, resources, and facilities in order to develop character, foster sportsmanship, and involve youth, adults and families in creating a safe and healthy town.

Core Belief Statements

The Amherst Youth & Recreation Department believes that:

- Diversity should be respected and celebrated.
- Children, adults, and families deserve a proactive community that provides opportunities to support their growth.
- Volunteerism, communication, cooperation, connectivity, and collaboration are essential to strengthening the community.
- A qualified, competent, and professional staff, combined with creativity and innovation, is essential to quality programs.
- Recognition and appreciation of volunteers and staff builds morale and improves outcomes.
- Children, adults, and families should ne valued, engaged, and celebrated as vital to the success of entire community.
- Youth development is essential to a healthy community.
- All people have strengths.
- All programs, services, and facilities must be safe,
- Everyone should model good sportsmanship and citizenship.

2. Target Population

- Number of young people to be served by proposed program: Male 250 Female 250

- Race/Ethnicity:
  Black/African American 20
  Asian 120
  American-Indian/Alaskan-Native 0
  White/Caucasian 355
  Bi-Racial/Multi-Racial 5
  Native Hawaiian/Other Pacific Islander 0

- Hispanic 10 Non-Hispanic 490

- Age range: 12-20

- Geographic location (community, neighborhood, etc.): Town of Amherst, NY

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

- Zip codes served include: 14221, 14226, 14051, 14068 and 14228. Young people who reside outside of the town but attend a Town of Amherst public school are also eligible to participate. This includes Tonawanda residents of the Sweet Home Central School District (14150), Cheektowaga residents of the Amherst Central School District (14225), and Clarence residents of the Williamsville Central School District (14031).

- Legislative District(s) served: 26

- Based on the previous year's program, please give the retention rate of your youth participants: approximately 80%. Most youth leave the program upon graduation from high school, although they may remain until age 20. Youth who participate in the youth employment component of the program most often leave as a result of obtaining a steady job. For youth who participate in the program solely by choice (as opposed to a school or court requirement), the retention rate is above 90%.

- Please describe what experience your organization has is serving this population, what strategies will be used to attract and retain the expected number of participants, and how attendance will be tracked.

The Amherst Youth & Recreation Department has been serving teens through leadership development programs for 50 years. The program is rooted in the Search Institute's 40 Developmental Asset framework and targets the following assets: #3 Other adult relationships, #8 Youth as resources, #9 Service to others, #16 High expectations, #18 Youth programs, #26 Caring, #28 Integrity, #30 Responsibility, #31 Restraint, #32 Planning and decision making, #35 Resistance skills, and #40 Positive view of personal future, among others.

In 2011 and 2012 (the last years of the competition), the Town of Amherst was named one of "America's 100 Best Communities for Youth", based in part on the outcome data presented by this program.

Participants are recruited in a number of ways. The Amherst Youth & Recreation Department publishes a program and services guide three times per year. The fall/winter and winter/spring distribution is 3,000 copies and the summer distribution is 10,000 copies. Information is posted on both the Town of Amherst website and the Youth & Recreation Department website. The Department maintains two Facebook pages on which information is posted, a general page and a page specific to the volunteer component of the program. Information is posted on the parent/student web portals in the public schools and sent home via flyers or a "virtual backpack" depending on the district. Private and parochial schools within the town receive a mailing at least twice per school year. Several times per year, the staff attend wellness fairs in all the town's public schools, which provides an opportunity for them to interact with students. Current program participants partner with the staff in these events so as to attract their peers.

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

There are also annual recognition events for program participants as well as social/ recreational opportunities for interaction and team building.

Attendance is tracked/recorded both by day and number of hours spent participating.

3. Service Categories

The Youth Leadership Development Program encompasses the following service categories:

Youth Leadership/Empowerment Opportunities
Work Readiness Supports
Career Development Supports
Mentoring Supports

4. NYS OCFS Touchstone Life Area

The Youth Leadership Development Program will target the following Touchstone Life Area:

Life Area 4CVC: Citizenship/Civic Engagement

Goal 41: Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools, and communities.

Objectives:
414: Children and youth will participate in family and community activities.

Services, Opportunities, and Supports:
0420: Youth Leadership/Empowerment Opportunities: programs that provide character education, leadership skills development and/or community/civic activities.

Performance Measures:
How Much:
0420A.1 # of youth participating (unduplicated)

How Well:
0420B.1 % of participants returning to the program the following year

Better Off:
0420C.2 #/% of youth with increased leadership skills (as measured on a pre/post-test of leadership skills) or skills empowering them in community engagement

5. Program Description and Details

- Program location/address: The program offices are located at 1615 Amherst Manor Drive, Williamsville, NY, 14221; however, the program operates primarily in the community, including schools, libraries, not for profits, parks, food pantries, and other locations where volunteers may be needed.

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

- Exact days and hours of operation of the program (in addition to including days and hours of operation in the space provided below, all applicants must attach a calendar or daily plan with times, locations, and specific activities): The program operates seven days per week, any time from 7:30am until 10:00pm. The hours of the program are responsive to both the availability of youth to participate and the needs of the community. From September to June, the program operates primarily after school and weekends, during the summer, activities may take place during the day, in the evening, on weekends, or any combination thereof.

- Exact length of time (months) youth will participate: The program operates twelve (12) months per year. Youth may participate as little or as much as they like. More than half of participants attend all year long.

- Will the program include enriching and/or educational field trips? The program does not offer traditional field trips; however, volunteers often travel into the City of Buffalo to perform community service, exploring areas which they may not traditionally visit with their families. Members also accompany children from the Amherst Youth & Recreation Department Summer Camp program on their field trips once per week.

- Is this a pilot program? No
  If not, how long has the program been operating? 50 years

- What is the direct staff to participant ratio? As this is a program for teenagers, the staff to participant ratio is not mandated and varies by activity, but in all instances the program employs a two-deep leadership model. It is governed by a Child Protection Policy and all staff and volunteers are background checked. Program participants are never left unsupervised.

Direct staff include Kathy Mobarak-Miller, Asset Development Specialist, who oversees the AYC component of the program. Mrs. Mobarak-Miller is a social worker with 47 years of experience in the agency. Antonella Abbott serves as Director of Volunteers and oversees the YES component of the program. She is a licensed school counselor with 31 years of experience in the agency. Robin Erwin serves as the Employment Clerk and oversees the YouthWork$ component of the program. She is completing her ninth year with the agency and came to us with 10 years experience in private and not-for-profit settings working as an educator.

6. Program Narrative

The Youth Leadership Development Program is a program for youth ages 12 to 20 which encompasses three components: youth volunteer work through YES (Youth Engaged in Service), peer mentoring and leadership development through AYC (Amherst Youth Consortium), and youth employment through YouthWork$. Youth may participate in as many program components as they so desire.

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

YES provides the opportunity for young people to contribute to and participate in the community. Program participants provide service through direct interaction with children, senior citizens, low-income families, persons with a disability, and charitable organizations. AYC members are youth who have pledged to be nicotine, alcohol, and other drug-free and to be visible role models who live healthy lifestyles. Their work includes presenting information, facilitating discussions, and engaging children, youth, and adults in activities which promote wellness, asset building, and good decision making. YouthWork$ is an employment program which links Amherst residents in need of assistance in, or around their homes, with youth program participants. Jobs include light housekeeping, gardening, child care, leaf raking, shoveling snow, and pet sitting. Youth are paid minimum wage for their participation.

While program participants come from the Town of Amherst, they often assist others in high need and underserved neighborhoods, including those in the City of Buffalo. Program participants volunteer regularly with Habitat for Humanity on both the east and west sides, the Food Bank of WNY, and at numerous community events in Delaware Park. Within the town, the program assists two to three food pantries on a regular basis. The program includes participants from all socio-economic levels and transportation is provided to those who request it. In addition, scholarships are provided for educational and social/recreational events whenever possible.

The program collaborates with over 35 community agencies to offer volunteer experiences for young people. It collaborates with 23 public schools and a half dozen private and parochial schools to offer peer learning and leadership development experiences. It partners with the Town of Amherst Center for Senior Services to link seniors in need of assistance with both youth in need of employment and volunteers. It works in conjunction with numerous other Amherst Youth & Recreation Department programs that serve elementary school children by utilizing program participants as mentors. It works with the four Amherst libraries to offer programs for children and assistance with community events.

All three components of the program offer after-hours services.

The program is able to provide services to individuals with disabilities and special needs. The Department has a relationship with the International Institute of Buffalo to provide translation services if necessary, as well as access to a tele-translation service. Additionally, the membership of the program is diverse, with many bilingual students participating. These young people often provide translation services, especially at food pantry events. They also share their cultures at educational and social events.

The program has a relationship with Deaf Access Services to provide sign language interpreters. The program has a variety of adult volunteers on which to call in order to accommodate participants with developmental or physical disabilities. These volunteers provide additional support to the program staff so that participants may fully enjoy all aspects of the program. The only time that individuals with certain physical disabilities cannot be accommodated is if a resident requests a specific job (for example, mowing the

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

lawn) which requires adaptation beyond the scope of the program. In instances such as this, every effort is made to find the participant an alternative job in which they can excel.

7. Performance Measures

The program is evaluated annually by the Program Planning and Evaluation Committee of the Amherst Youth Board, which includes both outcome and financial reviews.

Outcomes for 2021:
- 405 distinct youth participated in the program
- more than 10,000 volunteer hours were completed.
- 100% of program participants advanced to the next grade level.
- 100% of program participants did not become teen parents.

In 2016, the program began using the Youth Leadership Assessment Survey, developed by Bart Allen Berry ©1999, 2000, 2001, 2010 of San Diego Corporate Training. In addition to assessing growth in a pre/post format, the survey can be administered in a workshop setting to include the development of a personal leadership improvement plan.

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

OCFS-5005 (Rev. 05/2012) FRONT

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

PROGRAM BUDGET

QYDS ID:

FISCAL YEAR: 2023

AGENCY/MUNICIPALITY: Town of Amherst

PROGRAM TITLE: Youth Leadership Development Program

FUND TYPE:

FISCAL CONTACT INFORMATION:
Include Name, Phone Number, E-mail address:
Lynda Juul, Finance Director
(716) 631-7030 ljuul@amherst.ny.us

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
Asset Development Specialist	$ 57,531	Annual	$ 22,000.00	
Director of Volunteers	$ 57,531	Annual	$ 21,120.00	
Employment Clerk	$ 21.443	H	$ 5,159.00	
	$		$	
	$		$	
	$		$	
	$		$	
TOTAL SALARIES AND WAGES			$ 48,279.00	$
TOTAL FRINGE BENEFITS			$	$
TOTAL PERSONAL SERVICES (1)			$ 48,279.00	$

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	
	$		$	
	$		$	
	$			
TOTAL CONTRACTED SERVICES (2)			$ 0.00	$

TOTAL MAINTENANCE & OPERATION (3)	$ 0.00	$

LIST EQUIPMENT TO BE PURCHASED OR RENTED:
(UNIT COST OVER $500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	$	
	$	
TOTAL FACILITY REPAIRS (4)	$ 0.00	$

TOTAL OCFS PROGRAM AMOUNT	$	
+	**TOTAL OCFS FUNDS**	$ 48,279.00

LIST OF OTHER FUNDING SOURCES		
	$ 120,925.00	REIMBURSABLE TOTAL
	$ 72,646.00	MUNICIPAL FUNDING
	$	OTHER SOURCES

** USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.*
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:
A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

OR

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__

_____

Notary Public

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

1. Meets the following requirements:

    a. Is at least 51% owned by one or more persons of color or women;
    b. Is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
    c. In an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
    d. Is an enterprise authorized to do business in this state which is independently owned and operated.

2. Is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

3. Is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color" as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

a. Black persons having origins in any of the Black African racial groups;
b. Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
c. Native American or Alaskan native persons having origins in any of the original peoples of North America; or
d. Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

X ____ No

X ____ Yes*

*IMPORTANT: If you answered "yes" above, please indicate if you possess certification by New York State and/or the Federal government.

____ No, I do not have government certification.

____ Yes, I have government certification (must attach certificate).

2. If you answered "yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

____ Women

____ Persons of Color (*please check off below all that apply*)

____ Black persons having origins in any of the Black African racial groups

____ Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

____ Native American or Alaskan native persons having origins in any of the original peoples of North America

____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands

Name of Business Enterprise: + Town of Amherst

Address: + 5583 Main Street Williamsville, NY 14221

Signature: +

+ _____ + _____

Notary Public Date

Attachment: ECDSS 2023 Youth Agreement (RES-2022-1234 : 2023 Youth Agreement (EEC DSS) - CRS #3744)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26780 **RESOLUTION 2022-1235** **ADOPTED**

Rental Agreement (NLTT) - CRS #3607

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and NLTT Hockey Ventures, LLC for use of locker room space at the Northtown Center at Amherst.

12/12/2022
Consent

FINANCIAL IMPACT:

A 7253.02412; 2022: -$4,171.50; 2023: -$4,171.50 (revenue)

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

AGREEMENT
Between the Town of Amherst
And
NLTT HOCKEY VENTURES, LLC

THIS AGREEMENT, made as of _____, 2022 between the Town of Amherst, a municipal corporation with its principal office at 5583 Main Street, Williamsville, New York 14221 (Landlord) and NLTT Hockey Ventures, LLC., with its principal office located at 67 West Street, Suite 401-B15, Brooklyn, New York 11222 (Tenant).

WITNESSETH, that the Landlord has agreed to let, and does hereby let, and the said Tenant has agreed to take, and does hereby take, certain premises located at 1615 Amherst Manor Drive, Williamsville, New York 14221 (the "Center") containing a locker room and training room consisting of approximately 1,075 sq. ft. for a term commencing the 1st day of October 2022 and ending on the 31st day of March 2023. The said Tenant shall pay the Landlord the total rent of $8,343.00 due on the 1st of each month in equal installments of $1,390.50 per month.

Landlord shall supply utilities and maintain the premises in a habitable manner in order to permit the Tenant to carry out the purposes and intent of the corporation as specified in the Certificate of Corporation.

Tenant shall have the right to make interior modifications to the building, subject however, to prior approval of the Landlord. Tenant shall obtain all necessary permits and any additional insurance coverage.

Tenant will at its own expense, defend, indemnify, save harmless and make good any damage that shall in the course of activities of Tenant under this lease agreement be done or cause to the Center, including but not limited to land, foundations, walls, roof or other part of the structure and any equipment of the Landlord therein.

Tenant shall hold landlord harmless from any and all demands, claims or expenses, awards or judgements for personal injury to third parties, whether other users of the Center or employees of the Landlord, and damage to property of such third parties resulting from the Tenant's use of the described premises.

Tenant shall at all times maintain general liability insurance, with indemnification coverage for the premises and the Landlord and shall cause the Landlord to be named as an additional named insured and certificate holder under each such policy, none of which shall be cancelled, reduced in the amount of coverage, surrendered or allowed to expire without thirty (30) days prior written notice to the Landord.

Attachment: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

Tenant shall have access to the building during stated business hours, normally 7:00am until 12:00am Monday through Friday and 7:00am until 12:00am, Saturday and Sunday. The building is closed on certain federal holidays and the schedule must be verified with the Center management as to changes of building hours.

If default be made in the payment of the rent or any part thereof, or if the Tenant shall without the written consent of the Landlord, let, underlet, or assign the said premises, or a part thereof, for the whole or any part of said term, or shall use said premises or any part thereof for any other purpose that as specified in the Certificate of incorporation for the Tenant, the Landlord shall have the right at its discretion to terminate this Lease on first giving to the Tenant ten (10) days notice of such election.

This agreement may be terminated by either party with thirty (30) days written notice.

IN WITNESS THEREOF, the parties hereto have caused their corporate seals to be here unto affixed and these presents to be signed by their duly authorized officers the day and year first written above.

NLTT Hockey Ventures, LLC.

Nathaniel A. Oliver

10/4/22

Date

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

Date

Attachment: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

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: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

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: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

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:

Buffalo Beauts / NLTT Hockey Ventures, LLC
Print Name of Company

By: _____
Signature

Nathaniel A. Oliver
Printed name

Date: 9/13/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

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: Buffalo Beauts/NLTT Hockey Ventures, LLC

Signature: [signature]

Print Name: Nathaniel A. Oliver

Title: General Manager

Date: 9/13/22

Sworn To Before Me This

13 Day of September, 2022

Sierra Thurston

Notary Public

Sierra Thurston
Notary Public, State of New York
Reg. #01TH6406513
Qualified in Niagara County
Commissions Expire: 03/30/2024

Revised 4.2017

Attachment: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

BXW

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/13/22

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	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	SPORTS	
		PHONE (A/C, No. Ext):	800-441-3994	FAX (A/C, No): 260-459-5120
		E-MAIL ADDRESS:	KK.SPORTS@KANDKINSURANCE.COM	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	NATIONAL CASUALTY COMPANY	11991
INSURED	NLTT HOCKEY VENTURES, A MEMBER OF THE D/B/A BUFFALO BEAUTS; MINNESOTA WHITECAP SPORTS, LEISURE & ENTERTAINMENT RPG 20888 ASHLEY WAY SARATOGA, CA 95070	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2063772 **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 [ ] OCCUR [X] Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [ ] LOC OTHER:	Y	N	KRO0009296100	12:01AM 9/15/22	12:01AM 9/15/23	EACH OCCURRENCE	1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence	300000
							MED EXP (Any one person)	NC
							PERSONAL & ADV INJURY	1000000
							GENERAL AGGREGATE	3000000
							PRODUCTS-COMP/OP AGG	1000000
							Part Lgl Liab	1000000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			KKO0009296200	12:01AM 9/15/22	12:01AM 9/15/23	COMBINED SINGLE LIMIT (Ea Accident)	1000000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION			XKO0009296300	12:01AM 9/15/22	12:01AM 9/15/23	EACH OCCURRENCE	5000000
							AGGREGATE	5000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER-STATUE [ ] OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	

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

CERTIFICATE HOLDER-TOWN OF AMHERST, 5583 MAIN STREET, WILLIAMSVILLE, NY 14221
IS ADDITIONAL INSURED WITH RESPECT TO THE OPERTIONS OF THE NAMED INSURED

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 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

Scott Turnbull

ACORD 25 (2016/03)

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Attachment: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 870882323
NLTT HOCKEY VENTURES LLC DBA
BUFFALO BEAUTS
20888 ASHLEY WAY
SARATOGA CA 95070

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
NLTT HOCKEY VENTURES LLC DBA BUFFALO BEAUTS 20888 ASHLEY WAY SARATOGA CA 95070	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2556 981-5	209568	10/06/2022 TO 10/06/2023	9/8/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2556 981-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1026945627

U-26.3

Attachment: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

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)
NLTT HOCKEY VENTURES LLC

1615 AMHERST MANOR DRIVE
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
408-772-9157

1c. Federal Employer Identification Number of Insured or Social Security Number
870882323

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"
DBL648455

3c. Policy effective period
10/01/2021 to 09/30/2023

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 9/16/2022 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: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

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: NLTT Hockey Ventures Buffalo Beauts final (RES-2022-1235 : Rental Agreement (NLTT) - CRS #3607)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26793 **RESOLUTION 2022-1236** **ADOPTED**

Permission to Auction

Authorize the Youth & Recreation Department to auction the following equipment, all of which is broken and likely non-repairable:

Orange Area Rototiller, Serial # 00606
Brutus Riding Roller, Serial #9317
Stone Cement Mixer, Serial #060512
Toro Workman, Serial #314000573
Toro Walk Behind Proline 44, Serial #30176591337
Jacobsen Grass Sweeper, Serial #6240175
Nelson Commercial Refrigerator/Freezer, Serial #9830605
Convo Therm Coventional Oven
Star Grill Max, Serial #014087
Vulcan Pizza Oven, Serial #AT-1028322
Frymaster Fryers, Serial #9610JI0034

Also authorize the department to scrap the following item which has been cannibalized for parts and has no auctionable value:

John Deere 54" Riding Lawnmower, GT 235

12/12/2022
Consent

FINANCIAL IMPACT:

Revenue TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26804 **RESOLUTION 2022-1237** **ADOPTED**

Travel Authorization

Authorize Eric Guzdek to travel to the USA Hockey Winter Meeting in Orlando, Fl. from January 11-15, 2023. All costs will be paid by the New York State Amateur Hockey Association.

12/12/2022
Consent

FINANCIAL IMPACT:

None

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *REVISED 1/7/2019*

☐ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Eric W. Guzdek	**4327**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/11/2022	**1/15/2022**	**Orlando, FL**	**USA Hockey Winter Meeting No Cost to Town of Amherst Attending as a President of the New York State Amateur Hockey Association**

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.58			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day $			
1st & Last Day of Travel @75%			
# Breakfasts @$			
# Lunches @ $			
# Dinners @ $			
Registration/Conference Fee			
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL			

Request Approved By:

May Dana Rossi

Department Head Signature

December 5, 2022

Date

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

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Date of Town Board Approval

Attachment: USA Hockey Winter Meeting (RES-2022-1237 : Travel Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26857 **RESOLUTION 2022-1238** **ADOPTED**

Media Plan CRS #3753

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Townsquare Media for developing a media plan, pending successful completion of the contract routing process. As this is an internet based contract, also approve a waiver of insurance requirements.

12/12/2022
Consent

FINANCIAL IMPACT:

A 7258.4110; $4,995.00

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

The Key to Advertising…

Successful advertising is about delivering the right message to the right audience, often enough!

Erin Smith
908-1230
erin.smith@townsquaremedia.com

townsquare ignite

WELCOME TO **TOWNSQUARE**

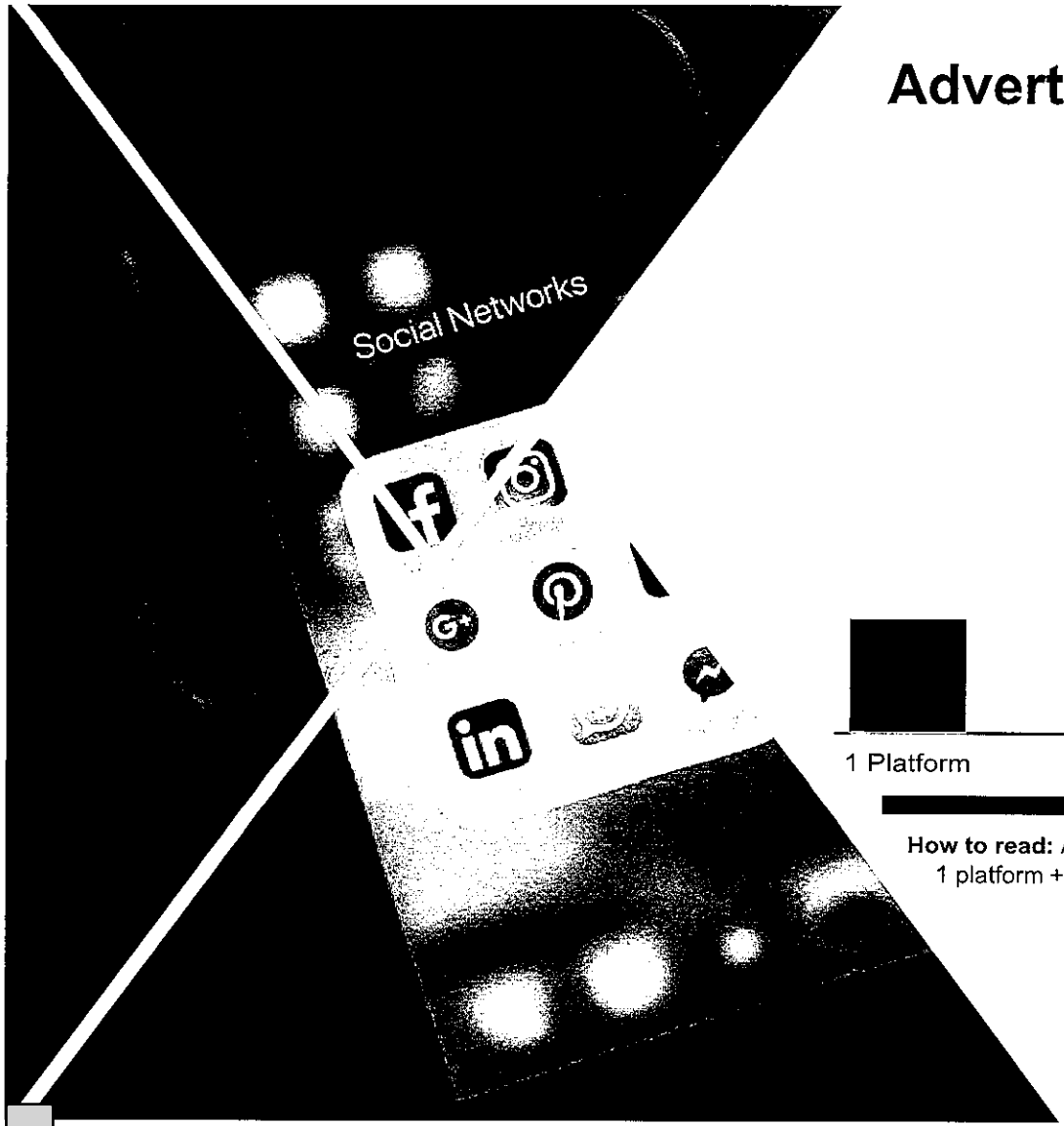
Founded in 2010, Townsquare is a community-focused digital media, digital marketing solutions and radio company focused outside the top 50 markets in the U.S.

Townsquare Digital curates exclusive, high-impact ad products on the websites, mobile apps, and social platforms linked to our highly influential radio stations.

We also offer tailored solutions to identify and reach hyper-targeted online audiences across desktop, mobile, apps, connected TV, email, paid search and social media platforms.

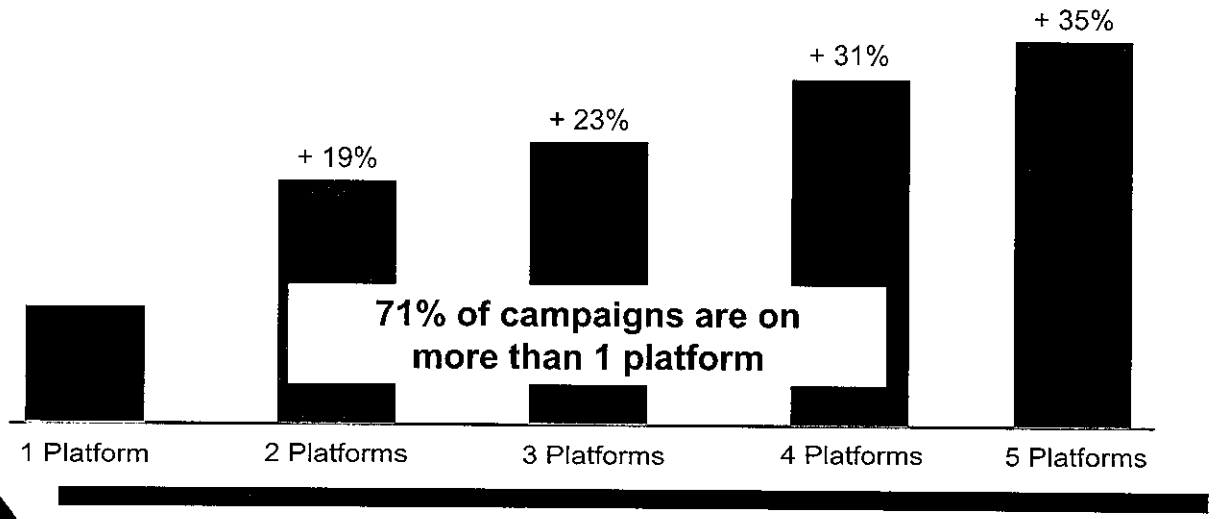
We get our impressive results by leveraging display advertising, video, native content, websites and SEO.

townsquare



Advertising Across Multiple Platforms Increases ROI

Incremental ROI by adding platforms



How to read: Advertising on 2 platforms increases the ROI that you would achieve by advertising on 1 platform +19%. Advertising on 3 platforms will increase ROI +23% more than advertising on 1 platform.

Source: Analytic Partners, 2016; Analysis based on over 3,200 ad campaigns from 2010-2015; platforms include TV, Print, Radio, Display, Paid Search, Online Video, PR, OOH and Cinema. % of 3,200 advertising campaigns on up to 5 platforms

townsquare

YOUTUBE **TRUEVIEW**

How do you effectively use the power of video in a world of cord cutting?

01 deliver highly targeted, skippable pre-roll videos to consumers on YouTube

02 cost per view (CPV) pricing model, so you only pay for ads that have not been skipped at any point by the viewer

03 a great complement to broadcast and cable TV in a DVR-proof environment

townsquare

CROSS-PLATFORM:

Desktop Tablet Phone

DELIVERY OPTIONS:

Video :15, :30 or :60

Awareness

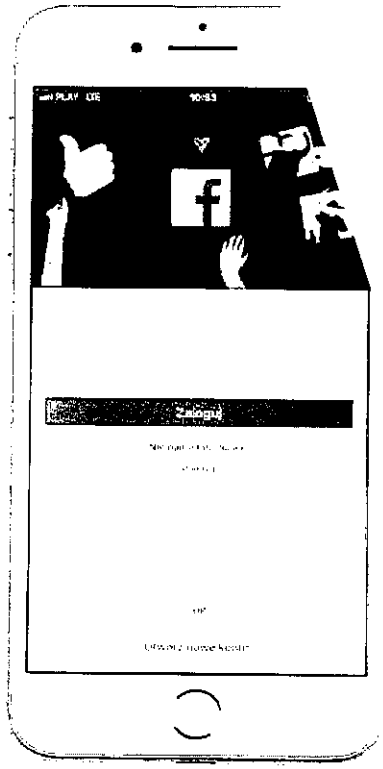
Interest/Trust

Conversion

FACEBOOK/INSTAGRAM **MARKETING**

With ADVANCED TARGETING PLATFORM integration

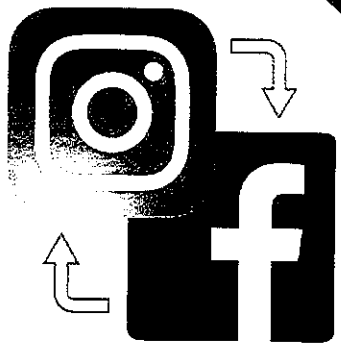
Want to reach exactly who you want on the world's most dominant social platform?



01 your message is delivered to your audience as they spend time on social media

02 interact with the audience via likes, shares, comments and video views

03 be present where consumers are spending the lion's-share of their online time



townsquare

CROSS-PLATFORM:

Desktop Tablet Phone

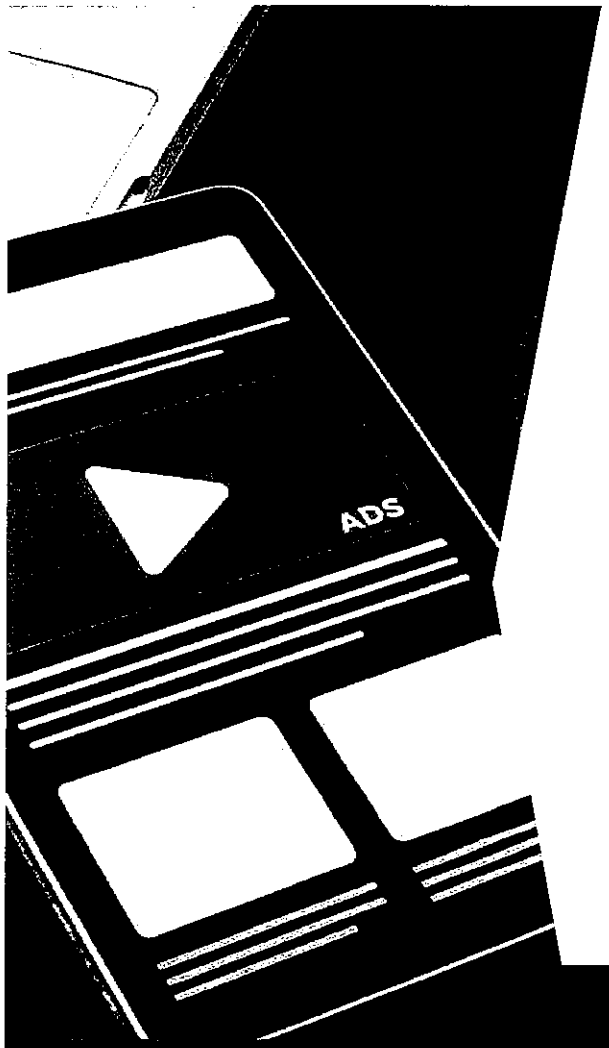
DELIVERY OPTIONS:

Single Image Video

Awareness

Interest/Trust

Conversion



RETARGETING

On average, customers visiting a business's site will convert less than 5% of the time on their first visit! What would you say to the other 95% to get them to do business with you?

01 deliver your messaging to consumers who have recently visited your website

02 send follow-up messaging to compel them to return or to expose them to other products, services or initiatives

03 drive different messages to those who: completed a transaction, didn't complete a transaction and more

townsquare

CROSS-PLATFORM:

Desktop Tablet Phone

DELIVERY OPTIONS:

Banner Ad

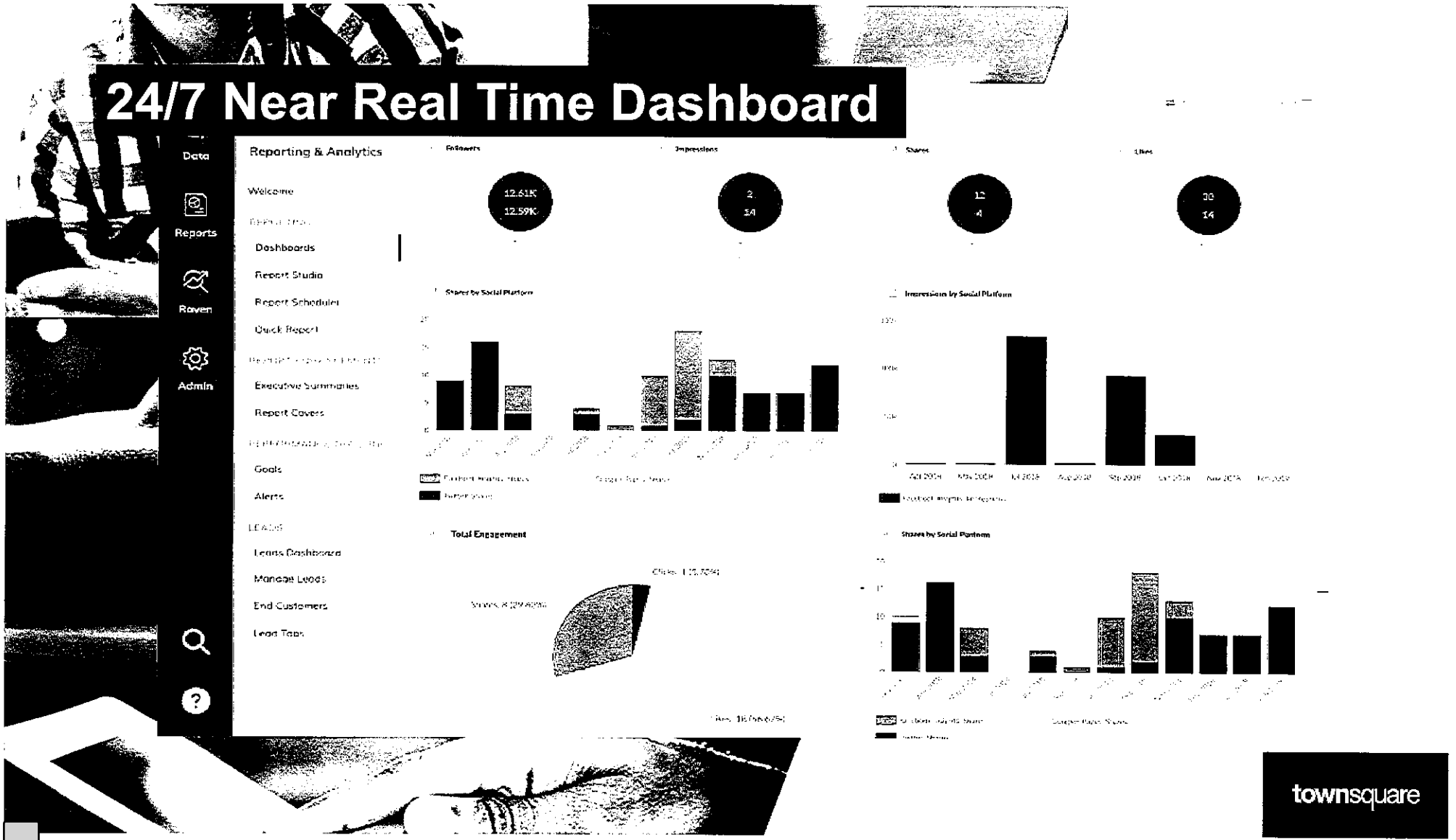
Awareness

Interest/Trust

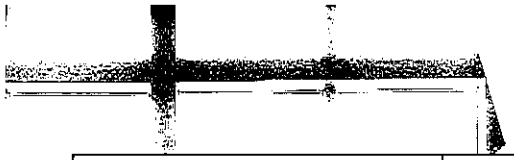
Conversion

Attachment: Townsquare Media (RES-2022-1238 : Media Plan - CRS 3753)

24/7 Near Real Time Dashboard



townsquare



MEDIA PLAN

Solution Name	Solution Tactic	Audience Detail	Solution Footprint	Media Delivered	Volume	Media Cost	Cost Structure	Monthly Budget
Facebook-Instagram	Brand Awareness | Conversion using Impressions & Click Tactics	Young Adults and Parents	Amherst, NY	Image, Carousel or Video	45,000 180	$10.00 $2.50	CPM CPC	$900
YouTube	TrueView using View Through Tactics			Slide Show Video or Video	7,600	$0.10	CPV	$765
	Conversion	Previous Site Visitors	United States	Banner	Based on Site Traffic	N/A	CPM	Included

Number of Months	3

Monthly Investment	$1,665

Total Investment	$4,995

X_____
Townsquare Representative

X_____
Client Authorization

X_____
Date

townsquare

Both parties have the right to cancel 90 days after the start of the campaign with 30 day written notice.

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: Townsquare Media

Signature: Erin Smith

Print Name: Erin Smith

Title: Account Executive

Date: 11/9/22

MADELYN LISKER
Notary Public - State of New York
NO. 01LI6414643
Qualified in Erie County
My Commission Expires Mar 1, 2025

Sworn To Before Me This
9 Day of November, 2022

Notary Public

Revised 4.2017

Attachment: Townsquare Media (RES-2022-1238 : Media Plan - CRS 3753)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26858 **RESOLUTION 2022-1239** **ADOPTED**

Performance Agreement (Pufpaff) - CRS 3754

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Susan Pufpaff/Niagara Down Under for a petting zoo, pending successful completion of the contract routing process.

12/12/2022
Consent

FINANCIAL IMPACT:

A 7142.4150; $550.00

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

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
ERIE COUNTY, NEW YORK

Northtown Center at Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132
Fax (716) 626-9087
www.amherst.ny.us

BRIAN J. KULPA
Supervisor

JACQUALINE G. BERGER
Deputy Supervisor

MARY-DIANA POULI, Executive Director

MARK FORDEN
Chairperson, Youth Board

TIMOTHY GARDNER
Chairperson, Rec Commission

6 September 2022

Susan Pufpaff
Niagara Down Under, Inc.
5184 Shawnee Road
Sanborn, NY 14132

Dear Susan Pufpaff/Niagara Down Under, Inc.,

This is your agreement for your 2022 performance as an independent contractor.

Susan Pufpaff/Niagara Down Under, Inc. agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the performers, its agents, and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreement.

AGREEMENT

Date:	Saturday, October 1, 2022
Time:	1:00 – 4:00pm
Location:	Bassett Park
Fee:	$550.00

Attachment: Susan Pufpaff Niagara Down Under (RES-2022-1239 : Performance Agreement (Pufpaff) - CRS 3754)

Name of Entity:
Identify Type of Business Entity:
(e.g. Individuals, D/B/A/, Corporation, Partnership, Association, Club, etc.)

Agreed to and approved:

* Susan C Pufpaff
Name

10/1/22
Date

owner
Title

*If entity is listed as "individual(s)," individual(s) should sign. If Corporation, Partnership, Association, or Club, officer, business agent, or other person duly authorized to sign similar agreements should sign.

Additional signatures if entity is composed of individuals:

_____

_____

_____

_____

Town of Amherst:

_____
Brian J. Kulpa, Supervisor

_____
Date

Attachment: Susan Pufpaff Niagara Down Under (RES-2022-1239 : Performance Agreement (Pufpaff) - CRS 3754)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2022

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

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

PRODUCER
KATHLEEN MCCOLLUM INSURANCE AGENCY INC
10226 MAIN ST. SUITE 1
CLARENCE, NY 14031

CONTACT NAME:
PHONE (A/C, No, Ext): 716-204-9000 FAX (A/C, No): 716-204-9709
E-MAIL ADDRESS:

INSURED
SUSAN PUFPAFF
NIAGARA DOWN UNDER INC.
6184 SHAWNEE ROAD
SANBORN, NY 14132

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: FARM FAMILY CASUALTY INS. CO. — 13803
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 [X] OCCUR [X] SPECIAL FARM PACKAGE GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	3132G1516	06/18/2021 06/18/2022	06/18/2022 06/18/2023	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS			31V19870E	09/20/2021 09/20/2022	09/20/2022 09/20/2023	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ 250,000 BODILY INJURY (Per accident) $ 500,000 PROPERTY DAMAGE (Per accident) $ 100,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER $ E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE NY 14221

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01) © 1988-2014 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Susan Pufpaff Niagara Down Under (RES-2022-1239 : Performance Agreement (Pufpaff) - CRS 3754)

NIAGARA DOWN UNDER INC.
5184 shawnee road
Sanborn, NY 14132 US
niagaradownunder@yahoo.com

INVOICE

BILL TO
Town Of Amherst
5583 Main St
Williamsville, New York 14221

INVOICE	202229
DATE	10/01/2022
TERMS	Due on receipt
DUE DATE	10/01/2022

3 hour petting zoo with feed cups	Petting zoo, feed cups, additional insured.	1	550.00	550.00

SUBTOTAL	550.00
TAX	0.00
TOTAL	550.00
BALANCE DUE	**$550.00**

Attachment: Susan Pufpaff Niagara Down Under (RES-2022-1239 : Performance Agreement (Pufpaff) - CRS 3754)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26859 **RESOLUTION 2022-1240** **ADOPTED**

Evaluation Services - CRS 3590

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Catalyst Research for required evaluation services under the Drug Free Communities grant, pending successful completion of the contract routing process.

12/12/2022
Consent

FINANCIAL IMPACT:

A 7257.4110; up to $10,000.00

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

THIS AGREEMENT is entered into as of _____ by and between Catalyst Research, LLC (the "Consultant") and Amherst Task Force for Healthy Community*Healthy Youth (the "Organization").

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** Subject to the provisions for termination hereinafter provided, the term of this Agreement shall begin on 10/1/2021 and shall terminate on 9/30/2022, or on completion of the stated work set forth in "Exhibit A," attached. The Organization may cancel the Agreement upon total payment of the compensation then due to the Consultant hereunder.

2. **Duties.** Consultant agrees to hold self available and to render at the request of the Organization from time to time Consultant's services to the Organization. Consultant shall render such services conscientiously and shall devote its reasonable efforts and abilities thereto during the Term in such manner as the Organization and the Consultant shall mutually agree. It being acknowledged that Consultant's services shall be on a non-exclusive basis and performed at such times as are convenient to Consultant and the Organization.

3. **Compensation.** Consultant shall receive as compensation for the performance of all services hereunder the maximum annual sum of ten thousand dollars ($10,000), billable at $125/hr. The Organization shall pay Consultant within thirty (30) days of receipt of Consultant's invoices for services. The Organization shall pay such compensation without deduction, including no deduction for federal income, social security or state income taxes.

4. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor in performing its services hereunder. The Organization shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant or any of its employees. The Organization shall not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer/employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for itself and its employees.

5. **Assignment.** This Assignment is personal between the Organization and Consultant, and neither the Organization nor the Consultant may sell, assign, transfer or hypothecate any rights or interests created under this Assignment or delegate any of their duties without the prior written consent of the other, provided the Organization may assign this Agreement to an affiliated organization. Any such assignment or delegation by either party hereunder without written consent shall be void.

6. **Entire Agreement**. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought.

7. **Governing Law.** The validity of this Agreement and the interpretation and performance of all its terms shall be governed by the substantive laws of the State of New York.

Attachment: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

8. **Notices.** Any notices required or permitted to be given under the Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth below:

Organization:
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Consultant:
Meghan Guinnee
Owner
Catalyst Research, LLC
1714 Amherst St.
Buffalo, NY 14214

Notice shall be deemed effective upon receipt, if made by personal delivery, or upon deposit in the United States Mail.

ORGANIZATION: _____

Date: _____

Name: _____

Title: _____

Signature: _____

CONSULTANT: Catalyst Research, LLC

Date: 11/8/22

Name: meghan guinnee

Title: Owner

Signature: MG

Attachment: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

Exhibit A - Consulting Agreement Summary

A. NAME OF PROJECT:
DFC Program - External Evaluation

B. ORGANIZATION:
Amherst Task Force for Healthy Community*Healthy Youth

C. CONSULTANT:
Catalyst Research, LLC

D. PROJECT SUMMARY:
Catalyst Research will perform external evaluation services as described below.

E. SCOPE OF WORK TO BE PERFORMED:
****IMPORTANT NOTE** - The maximum annual budget for this contract is ten thousand dollars, billable at one hundred and twenty-five dollars per hour ($125/hr.). The 80 hours covered by this contract will be used to address the following items. When 80 hours of work have been completed by consultant, this contract will be complete.**

Primary Tasks

- Co-chair Evaluation Committee
- Assist in the development, implementation, and analysis of a community survey to gather data from adults (18 years of age and older) assessing knowledge and beliefs around underage drinking and awareness of the existence of the Social Host Ordinance in the Town of Amherst.
- Assist in engaging the Amherst Town Board and Amherst Police Department in the evaluation of the use of the existing Social Host Ordinance and offer support to help facilitate implementation.
- Assist in the development, implementation, and analysis of a community survey to gather data from adults (18 years of age and older) assessing knowledge and beliefs around marijuana use and awareness of the availability of medical marijuana and proposals to legalize marijuana in the state of New York.
- Analysis, reporting, and dissemination of results of the Search Institute survey
- Development of a youth survey to assess needs/wants for youth activities
- Development of a youth feedback instrument to assess events/activities after they happen
- Other or substitute evaluation and reporting tasks, as agreed upon by the project director and Catalyst Research

F. COMPENSATION AND PAYMENT SCHEDULE:
The compensation for this project is a maximum of ten thousand dollars ($10,000), billable at $125/hr. An invoice for the previous month's work will be sent on the first of each month.

G. TERM OF CONTRACT:
Beginning 10/1/2021 and ending no later than 9/30/2022.

H. **ADDITIONAL NOTES:**

Attachment: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

THIS AGREEMENT is entered into as of 10/1/2021 by and between Catalyst Research, LLC (the "Consultant") and Amherst Task Force for Healthy Community*Healthy Youth (the "Organization").

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** Subject to the provisions for termination hereinafter provided, the term of this Agreement shall begin on 10/1/2021 and shall terminate on 9/30/2022, or on completion of the stated work set forth in "Exhibit A," attached. The Organization may cancel the Agreement upon total payment of the compensation then due to the Consultant hereunder.

2. **Duties.** Consultant agrees to hold self available and to render at the request of the Organization from time to time Consultant's services to the Organization. Consultant shall render such services conscientiously and shall devote its reasonable efforts and abilities thereto during the Term in such manner as the Organization and the Consultant shall mutually agree. It being acknowledged that Consultant's services shall be on a non-exclusive basis and performed at such times as are convenient to Consultant and the Organization.

3. **Compensation.** Consultant shall receive as compensation for the performance of all services hereunder the maximum annual sum of ten thousand dollars ($10,000), billable at $125/hr. The Organization shall pay Consultant within thirty (30) days of receipt of Consultant's invoices for services. The Organization shall pay such compensation without deduction, including no deduction for federal income, social security or state income taxes.

4. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor in performing its services hereunder. The Organization shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant or any of its employees. The Organization shall not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer/employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for itself and its employees.

5. **Assignment.** This Assignment is personal between the Organization and Consultant, and neither the Organization nor the Consultant may sell, assign, transfer or hypothecate any rights or interests created under this Assignment or delegate any of their duties without the prior written consent of the other, provided the Organization may assign this Agreement to an affiliated organization. Any such assignment or delegation by either party hereunder without written consent shall be void.

6. **Entire Agreement**. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought.

7. **Governing Law.** The validity of this Agreement and the interpretation and performance of all its terms shall be governed by the substantive laws of the State of New York.

8. **Notices.** Any notices required or permitted to be given under the Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth below:

Attachment: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

Organization:
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Consultant:
Meghan Guinnee
Owner
Catalyst Research
1714 Amherst St.
Buffalo, NY 14214

Notice shall be deemed effective upon receipt, if made by personal delivery, or upon deposit in the United States Mail.

ORGANIZATION: _____

Date: _____

Name: _____

Title: _____

Signature: _____

CONSULTANT: Catalyst Research, LLC

Date: 10/20/21

Name: Meghan guinnee

Title: owner + managing partner

Signature: _____

Attachment: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

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: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

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: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

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:

Catalyst Research, LLC
Print Name of Company

By: _____
Signature

Meghan Guinee, Owner
Printed name

Date: 11/10/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

CATARES-01 BCAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2022

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

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

PRODUCER AssuredPartners 90A John Muir Dr, Suite 100 Amherst, NY 14228	CONTACT NAME: PHONE (A/C, No, Ext): (716) 688-8888 FAX (A/C, No): (716) 688-9001 E-MAIL ADDRESS: info@vannerinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Co, Ltd	11000
INSURED Catalyst Research LLC 25 Bloomfield Avenue Depew, NY 14043	INSURER B : Underwriters at Lloyd's,London	15792
	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		01SBARH6730	11/21/2022	11/21/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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	$
B	Professional Liabili			MPL184256721	11/30/2022	11/30/2023	Aggregate	1,000,000
B	Professional Liab			MPL184256721	11/30/2021	11/30/2022	Retention	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as additional insured for ongoing and completed operations on a primary non-contributory basis as required by contract.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Attachment: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

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: Catalyst Research, LLC

Signature: [signature]

Print Name: Meghan Guinnee

Title: owner

Date: 11/8/22

ROBIN L. ERWIN
No. 01ER6415670
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/23/25

Sworn To Before Me This
9 Day of November, 2022
[signature]
Notary Public

Revised 4.2017

Attachment: Catalyst Research (RES-2022-1240 : Evaluation Services - CRS 3590)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26861 **RESOLUTION 2022-1241** **ADOPTED**

Emergency Purchase Authorization

Authorize the Emergency Purchase of 1000 pounds of R22 from Mollenberg-Betz to address a freezing issue on the Feature Rink at the Northtown Center at Amherst.

12/12/2022
Consent

FINANCIAL IMPACT:

A 7253.4220: $46,498.00

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

Attachment G
TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 12/6/22
2. Date of Town Board work session where Board is notified: 12/12/22
3. Date you received approval from the Supervisor: 12/6/22 verbal
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): R22: $46,498.00 (3 quotes attached)
5. Is there adequate funding in your current operating budget to cover this purchase? Not really, but we will have to figure it out with budget transfers from programming lines.
   Identify budget Org/Object: A 7253.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   We continue to have problems with the mechanical system at the north end and the Feature Rink is not freezing properly. The project to replace the mechanical system as not yet been approved, resulting in the need for this temporary solution.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   A bid was issued for R22 resulting a response of $66,000.00; however, this bid has not yet been awarded and the quote from Mollenberg-Betz is approximately $12,000.00 lower.
8. Department Head Signature: Mary Diane Porri Date: 12/6/22

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: Attachment G - Emergency Purchase R 22_12-6-22 (RES-2022-1241 : Emergency Purchase Authorization)

MOLLENBERG-BETZ INC

MATT SMITH
SERVICE MANAGER
300 SCOTT STREET
BUFFALO, NY 14204
msmith@mollenbergbetz.com

P: (716) 614-7473
C: (716) 984-4383
F: (716) 614-7467
www.mollenbergbetz.com

To:	Town of Amherst (Northtown Center)	Fax:	
Attn:	Brian Bush	Date:	December 6, 2022
From:	Matt Smith	Pages:	1
Re:	Furnish 1000 lbs. of R-22 for Refrigeration Systems	Quote:	MS2022-391R-1

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Dear Brian:

Mollenberg-Betz, Inc. is pleased to submit the following proposal for the above referenced project per the Scope of Work, Pricing and the following Notes and Exceptions.

Scope of Work

- Furnish 1,000 lbs. of R-22 for refrigeration system(s) at Northtown Center.

Pricing

1000 lbs. R-22	$42,998.00
Cylinder deposit (refunded when cylinder is returned)	$1,500.00
Expedited freight fee	$2,000.00
Total	**$46,498.00**

Note: Pricing is valid for 5-days, cylinder deposit will be credited back when returned.
Expedited freight is included in pricing

Notes and Exceptions

1. Sales or use taxes are not included in our pricing. If applicable they will be added to the quoted price. If the project is treated as a capital improvement, the quoted price will increase by the cost of the use tax incurred by Mollenberg-Betz.
2. This quote is for scope as described. Any additional parts or materials which may be required beyond this scope would be billed extra. We would discuss any additions with you before proceeding.
3. Freight and overtime are not included in our pricing.
4. Due to the volatility of the commodity markets, quotes for steel (all alloys) from our vendors are subject to change daily. Quotes for stock copper tube, steel pipe (all alloys), and plastic pipe are valid for up to three days from date of quotation. Non-stock/special order pipe material shall be valid for 24 hours from date of quotation. All pricing for orders beyond these periods may be subject to review/requote. Thereafter, Mollenberg-Betz may in good faith adjust such prices to reflect increases in the costs or availabilities of such price components.
5.

If you have any questions/comments, please do not hesitate to call me.

Sincerely,

Mollenberg-Betz, Inc.

Matthew Smith

Matt Smith
Service Manager

Please sign and return one copy to Mollenberg-Betz, Inc.

Acceptance of Quote, Conditions, Qualifications, & Exclusions

Agreed to and Accepted By: _____

Signature: _____

Title: _____

Date:

(Signor posses authority to bind the company)

Attachment: Attachment G - Emergency Purchase R 22_12-6-22 (RES-2022-1241 : Emergency Purchase Authorization)

TRANE Supply

QUOTATION

Trane U.S. Inc.
BUFFALO PARTS SUPPLY
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610
PH:
buffalo@tranesupply.com

Order Number	
19113014	
Order Date	Page
12/5/2022 15:22:29	1 of 1

Quote Expires On 1/4/2023

Prepared For:

TOWN OF AMHERST
RECREATION DEPARTMENT
1615 AMHERST MANOR DRIVE
WILLIAMSVILLE, NY 14221
USA

Ship To:

TOWN OF AMHERST
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610

Requested By: BRIAN BUSH, 7169989769

P21 ID: 1369160
Payment Terms: N30
National Account ID:

Internal Account: 4123687
Customer No: 655902

PO Number	*Ship Route*	*Quoted By:*
		Peter Murphy

Unit Info: Make / Model / Serial

Quantities					*Item ID*	*Pricing UOM*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.* *Weight*	*Item Description*	*Unit Size*	*Store Pickup*	*HazMat*
Pickup Location-BUFFALO PARTS SUPPLY, 2916 Walden Ave Ste 250, c/o Trane, Depew, NY, 14043-2610								
33	0	33	EA		R22-30	EA	1,658.69	54,736.77
Non-Returnable			1.0	30.00	REFRIGERANT; FOR SHIPMENT TO TRANE LOCAT IONS ONLY; FOR DIRECT SHIP PLEASE USE R22-30DS	1.0	Y	N

Total Lines: *1*

SUB-TOTAL	54,736.77
NEW YORK TAX	0.00
ERIE TAX	0.00
QUOTE TOTAL	**54,736.77**
U.S. Dollars	

This is a quote, not an invoice. Prices quoted are valid for 30 days from the date issued unless otherwise indicated, with the exceptions of commodity and equipment pricing which are subject to change by Trane Supply without notice. Pricing for undelivered commodity and equipment orders older than 30 days are subject to change by Trane Supply to reflect current pricing at time of delivery. Tax is an estimate and is subject to changes in shipping address and applicable tax rates. Shipping and Handling charges will be applied if necessary at the time of the order. Quoted items are subject to availability and are not guaranteed to be in stock. Returned parts may be subject to restocking fees and special order parts may not be returnable.

All purchases are subject to Trane Parts and Supplies terms of sale, www.trane.com/PartsTermsOfSale

Attachment: Attachment G - Emergency Purchase R 22_12-6-22 (RES-2022-1241 : Emergency Purchase Authorization)

SINCE 1884

danforth

JOHN W. DANFORTH COMPANY

GENERAL CONTRACTORS FOR MECHANICAL SYSTEMS

Industrial Piping • Power Plants • Heating/Air Conditioning • Plumbing • Air and Water Pollution Control • Sheetmetal

December 5, 2022

Town of Amherst

Attn:
Re: R22 Refrigerant

PROPOSAL

Scope of Work: We are pleased to submit our lump sum quotation for material only.

Pricing Includes:

- Furnish 1,000lbs R22 Refrigerant;

Price Does Not Include:

- New York State sales tax;
- Premium time;
- Any repair not listed above;
- Electrical (other than control wiring);
- Freight;

WE HEREBY PROPOSE TO FURNISH MATERIALS AND LABOR COMPLETE IN ACCORDANCE WITH THE SPECIFICATIONS ABOVE FOR THE SUM OF:

FIFTY-NINE THOUSAND SEVEN HUNDRED AND SEVENTY SEVEN DOLLARS..... $59,777.00

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as indicated. Payment will be made as outlined above. The conditions above stand good for 30 days.

JOHN W. DANFORTH COMPANY

BY: _____ BY: _____
Mike Haen

DATE: December 5, 2022 DATE: _____

300 Colvin Woods Parkway •Tonawanda, New York 14150 •Tel: 716-832-1940 •Fax: 716-832-2388
930 Old Dutch Road •Victor, New York 14564 • Tel: 585-924-7030 • Fax: 585-924-7916

Attachment: Attachment G - Emergency Purchase R 22_12-6-22 (RES-2022-1241 : Emergency Purchase Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26864

COMMUNICATION 2022-123

APPROVED

Request for Public Hearing - 4110-4120 Sheridan Drive

Request from Sean Hopkins, Esq., for a public hearing with respect to the rezoning from GB to DC-5 and relief of declaration of restrictions for 4110-4120 Sheridan Drive.

This hearing has been scheduled for January 17.

12/12/2022
Consent

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

Attachment: Koller-Ltr-Request to Schedule Public Hearing-12-06-22 (COM-2022-123 : Request for Public Hearing - 4110-4120 Sheridan Drive)

December 6, 2022

Timothy J. Koller, Deputy Town Clerk
Town of Amherst Town Clerk's Office
5583 Main Street
Williamsville, NY 14221

Re: Requested Rezoning of 4110-4120 Sheridan Drive from GB to DC-5 [Z-2022-07] & Application for Relief of Declaration of Restrictions [Z-1996-32A] – Town of Amherst
Applicant: Sheridan Commons LLC
File No. 10001.2

Dear Tim:

This letter is being submitted on behalf of Sheridan Commons LLC ("Project Sponsor") to request that the Town Board adopt a resolution during its next meeting to be held on Monday, December 12th for the purpose of scheduling a public hearings in connection with the pending request to amend the zoning classification of the above referenced property located at 4110-4120 Sheridan Drive ("Project Site") from GB to DC-5 and for relief of the Declaration of Restrictions.

The Planning Board held a public hearings on the pending land use applications during its meeting on Thursday, November 17th and adopted resolutions recommending that the Town Board issue a negative declaration pursuant to the State Environmental Quality Review Act ("SEQRA"), approve the requested amendment of the zoning classification of the Project Site from GB to DC-5 and approve the requested relief of the Declaration of Restrictions.

Pursuant to our recent conversation, the Project Sponsor is requesting that the public hearings be scheduled for the meeting of the Town Board to be held on Tuesday, January 17th at 7:00 p.m.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Daniel Howard, Planning Director
Benjamin Obletz, First Amherst Development

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26863

COMMUNICATION 2022-124 **REFERRED**

Correspondence from Ciminelli Real Estate Corporation

Letter from Ciminelli Real Estate Corporation regarding the proposed amendments to Town of Amherst Zoning Code, ZTA-2022-04.

12/12/2022
Referred to Planning, Attorney & Economic Development

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

December 7, 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 [ZTA-2022-04]

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf Ciminelli Real Estate Corporation for the purpose of following up on the discussion during the meeting held with Supervisor Kulpa, Councilmember Bucki, Angela Rossi, Dan Howard, Dan Ulatowski and Paul Ciminelli on Thursday, December 1st in connection with the pending proposed amendments to the Zoning Code ("Zoning Code Amendments"). The Town Board held a public hearing on the proposed Zoning Code Amendments during its meeting on November 22nd and closed the public hearing.

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 draft version of the Zoning Code Amendments states 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."

Our client is 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."

As I mentioned during the public hearing held by the Town Board on November 21st, the reason our client is 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 medical facility that

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsr-legal.com

Attachment: Kulpa-Ltr-Zoning Code Amendments-12-07-22 (COM-2022-124 : Correspondence from Ciminelli Real Estate Corporation)

provides health treatment services for cancer care, dialysis, infusion and other treatments that require a longer duration of medical service.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

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
Angela Panaro Rossi, Director of Economic Development
Paul Ciminelli, Ciminelli Real Estate Corporation
James Gottstine, Ciminelli Real Estate Corp.
Erik Wagner, Ciminelli Real Estate Corp.
Sean Hopkins, Esq., Hopkins Sorgi & McCarthy PLLC

Attachment: Kulpa-Ltr-Zoning Code Amendments-12-07-22 (COM-2022-124 : Correspondence from Ciminelli Real Estate Corporation)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26865

COMMUNICATION 2022-125 **REFERRED**

Correspondence from Sean Hopkins

Letter from Sean Hopkins regarding the public hearing on 1720, 1740 & 1760 Maple Road.

12/12/2022
Referred to Planning and Town Attorney

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

December 7, 2022

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – 1720, 1740 & 1760 Maple Road
Requested Rezoning from R-3 & OB to DC-5 [Z-2022-08]
Applicant/Project Sponsor: MEL Investors, LLC c/o Paul Bliss
File No. 10003.58

Dear Supervisor Kulpa and Councilmembers:

The Planning Board adopted a resolution during its meeting on November 17th for the purpose of recommending that the Town Board approve the pending request to amend the zoning classifications for 1720, 1740 and 1760 Maple Road ("Project Site") from R-3 and OB to DC-5. The Town Board will be holding a public hearing on the request to amend the zoning classifications of the Project Site during its upcoming meeting to be held on Monday, December 12th at 7:00 p.m.

Enclosed is a copy of a project update letter prepared by Paul Bliss dated December 1st that was sent to the individuals who attended the informational meeting held on May 17, 2022 as well as those residents who have provided written comments regarding the proposed mixed-use project and the residents that attended the public hearings held by the Planning Board on May 19, 2022 and the public hearings held by the Town Board on June 27, 2022 and July 25, 2022. The Town Board approved an amendment of the Comprehensive Plan on July 25, 2022 in order to accommodate the proposed mixed-use project.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter or the status of the proposed mixed-use project.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Deborah Bruch Bucki RN PhD, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel C. Howard, AICP, Planning Director

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-12-07-22 (COM-2022-125 : Correspondence from Sean Hopkins)

Paul Bliss, PB Investors, LLC
Michael Blinkoff, Esq.

Attachment: Kulpa-Ltr-12-07-22 (COM-2022-125 : Correspondence from Sean Hopkins)

BLISS

December 1, 2022

Re: Project Update Letter - Proposed Mixed-Use Project
Location: 1720-1740 & 1760 Maple Road

Dear Residents:

This letter is being sent to the individuals who attended the informational meeting held on May 17, 2022 regarding the proposed mixed-use project to be located on the 5.1 acres of vacant land located at 1720-1740 and 1760 Maple Road ("Project Site") as well as those residents who have provided written comments regarding the project and the residents that attended the public hearings held by the Planning Board on May 19, 2022 and the public hearings held by the Town Board on June 27, 2022 and July 25, 2022. The Town Board approved an amendment of the Comprehensive Plan on July 25, 2022 in order to accommodate the proposed mixed-use project.

During its meeting on November 17th, the Planning Board completed its review of the pending request to amend the zoning classifications of the Project Site to Deep Corridor 5 District ("DC-5") by adopting a resolution recommending approval by the Town Board.

The Town Board will be holding a public hearing in connection with the request to amendment of the zoning classifications of the Project Site to DC-5 during its meeting to be held on Monday, December 12th at 7:00 p.m. The Town Board public hearing will be held at the Town Hall located at 5583 Main Street.

If you have any questions regarding this letter or the status of the proposed mixed-use project, please do not hesitate to contact me at 204-2910 or via e-mail at pbliss@blissco.net or Sean Hopkins, Esq. at 510-4338 or via e-mail at shopkins@hsmlegal.com

Thank you in advance for taking the time to review this letter.

Sincerely,

Paul Bliss/se

Paul Bliss

6790 Main Street, Suite 100 • Williamsville, NY 14221
Phone: 716-204-2910 • Fax: 716-204-2911

Attachment: Kulpa-Ltr-12-07-22 (COM-2022-125 : Correspondence from Sean Hopkins)

Jack & Vicky Woodworth
142 Brush Creek Road
Williamsville, NY 14221

Jim Morris
134 Brush Creek Road
Williamsville, NY 14221

Beverlee A. Hill
46 Brush Creek Rd.
Williamsville, NY 14221

Robert G. Divita
1725 Maple Road
Williamsville, NY 14221

Robert G. Divita & Thomas Divita
1735 Maple Road
Williamsville, NY 14221

Karen Sterman
1689 Maple Road, Unit B
Williamsville, NY 14221

Randy Clark
126 Brush Creek Road
Williamsville, NY 14221

Joanne Wylie
1683 Maple Road, Unit C
Williamsville, NY 14221

Rosemary Spano
88 Shade Tree Court
Williamsville, NY 14221

Mark Young
143 Brush Creek Rd.
Williamsville, NY 14221

Attachment: Kulpa-Ltr-12-07-22 (COM-2022-125 : Correspondence from Sean Hopkins)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Councilmembers
DOC ID: 26835

COMMUNICATION 2022-126 **REFERRED**

4531 Harlem Road Noise Level

Resident(s) comment(s) about noise level.

12/12/2022
Referred to Police, Building and Town Attorney

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

From: k mach [redacted]
Sent: Tuesday, December 6, 2022 2:47 PM
To: Cerra, Dawn <dcerra@amherst.ny.us>
Subject: Fwd: [redacted] Harlem agricultural business in residential neighborhood

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

Dear Ms. Cerra,

Kindly forward this to the Town Board. Something has to be done. The noise has been going on for hours and hours. The link below demonstrates the noise on my property exceeds 70 db, which is the noise limit. It has been going on for years. No one will help us. It is making us sick. We are being forced from our home by a landscaping business operating out of a residential property. WE WERE HERE FIRST.

Please be advised, the constant noise caused by these commercial leaf blowers is making me ill. I am feeling nauseous and distracted because I am being forced to listen to several hours worth Of noise on a constant basis. Below please find yet another video clip of the noise caused by the lanndscaping business allowed to Operate from a residential property.

The matter can be quickly addressed by outlawing commercial leaf blowers, similar to legislation passed in Washington DC and Boston, Massachusetts last year. As you know, the Town's response 4 years was to advise me to call the police. However, when we did call the police, 3 police cars came to my address demanding identification and answers as to why we were calling in the noise complaint for a man cutting his lawn.

The noise exceeds 60 dB inside my home with all of the doors closed and windows closed.

I will send another click next of a neighbor who started his leaf blower in the small 10 foot area space between our house, at [redacted] Harlem in next door, [redacted] Harlem. The leaf blower was started within 2 feet of my bedroom at 8 AM. The sound meter registered 77 dB inside the house with the windows and doors closed.

There are other neighbors that use similar equipment, which results in my property being subjected to noise 3 to 4 days per week. The residential neighbors are creating the noise for approximately one hour, while the landscaping company across the street continues the noise for 6 to 10 hours per day.

Please do something to enable our police department to respond to this extreme situation. We cannot continue living in our home under the circumstances. My children have a right to study in their rooms. I have a right to work from my home. We cannot even talk on the telephone while this noise is continuing. We are prohibited from using our television or anything that would require us to listen.

It is making me sick. It does not end. Please make it stop. I cannot justify paying taxes to a Town that refuses to recognize my right to quiet enjoyment of my property.

Attachment: COMMUNICATION Harlem Road Noise Level redacted 20221212 (COM-2022-126 : 4531 Harlem Road Noise Level)

Kristin Machelor
[redacted]

From: k mach [redacted]
Sent: Tuesday, December 6, 2022 2:50 PM
To: Cerra, Dawn <dcerra@amherst.ny.us>
Subject: Fwd: Commercial leaf blowers should be outlawed

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.

This is video of a commercial leaf blower used by a next door neighbor 2-4 feet from our bedrooms at 8 am. Sound meter read 77 db in the house with all windows and doors closed.

PLEASE OUTLAW COMMERCIAL LEAF BLOWERS. Similar legislation was passed in Boston, Massachusetts and Washington DC.

The effects of toxic noise are well published.

The Amherst Town Board has failed my family.

Attachment: COMMUNICATION Harlem Road Noise Level redacted 20221212 (COM-2022-126 : 4531 Harlem Road Noise Level)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26765

COMMUNICATION 2022-127 **REFERRED**

Notice of Claim: NYCM A/S/O Ly T Do Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

NOTICE OF CLAIM

DATE 11/18/2022

TO: TOWN OF AMHERST
ATTORNEYS OFFICE
5583 MAIN ST
WILLIAMSVILLE NY 14221

Please take notice that the undersigned hereby makes a claim for damages, the claimant states:

1. CLAIMANT Name: NYCM
Address: A/S/O
Ly T Do
1899 Central Plaza E
Edmeston NY 13335

2. NATURE OF CLAIM:
Property Damage loss
Officer Heather Casselman failed to yield the right of way to our insured making a left turn.
FILE: 20226268520

3. DATE, TIME AND PLACE CLAIM AROSE:
10/11/2022, 07:35
11580 Transit Rd
Millersport NY

'22 NOV 28 PM2:25

4. AMOUNT OF DAMAGE: $1904.03

TITLE: _____
NEW YORK CENTRAL MUTUAL
FIRE INSURANCE COMPANY
AS SUBROGEE OF
FILE NO: 2022626852-0

Sworn to before me this
21st day of November, 2022
Tammie S Emrich
Notary Public

TAMMIE S. EMRICH
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN CHENANGO COUNTY
#01EM6440794
MY COMMISSION EXPIRES SEPTEMBER 12, 2026

MKY:mky

SUB10

Attachment: DOC112822-11282022151012 (COM-2022-127 : Notice of Claim: NYCM A/S/O Ly T Do Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26772

COMMUNICATION 2022-128 **REFERRED**

Notice of Claim: Darlene Koppel Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE
****

Darlene Koppel,

Claimant,

NOTICE OF CLAIM

v.

Town of Amherst,

Respondent,

****

PLEASE TAKE NOTICE, that the above-named claimant claims and demands from the respondents, Town of Amherst, recompense for personal injuries and damages sustained by claimant by reason of the wrongful, negligent, and careless acts and omissions of the respondents, their agents, servants and/or employees, and in support thereof, the claimant states:

1. Claimant's address is [redacted].

2. The claimant is represented by The Barnes Firm, P.C. with offices located at 500 Pearl Street, Suite 700, Buffalo, NY 14202, telephone (800) 800-0000.

3. The incident in which personal injuries were sustained by the claimant occurred on or about October 24, 2022 when claimant tripped and fell on the sidewalk at Waterway Lane which ended near the corner of Tonawanda Creek Road, next to 254 Tonawanda Creek Road, Amherst, New York.

'22 NOV 28 PM3:14

Attachment: DOC112922-11292022110930 (COM-2022-128 : Notice of Claim: Darlene Koppel Vs. Town of Amherst)

4. By virtue of the negligence of the employees, agents or servants of the Town of Amherst, claimant has incurred medical and hospital expenses, which are to date undetermined and will incur loss of earnings, impairment of health and permanent injuries.

5. Upon information and belief, claimant will be obligated further medical expenses including drugs, medicines and prosthetic devices, the amount of which cannot be reasonably calculated at this time.

TAKE NOTICE that claimant demands payment of his claim as set forth above.

DATED: Buffalo, New York
November 11, 2022

Yours, etc.,

The Barnes Firm

By: _____
John C. Murrett, Jr., Esq., Attorney
Attorneys for Plaintiff(s)
The Barnes Firm, P.C.,
500 Pearl Street, Suite 700
Buffalo, NY 14202
800-800-0000

TO: Town of Amherst
5583 Main Street
Williamsville, NY 14221

Attachment: DOC112922-11292022110930 (COM-2022-128 : Notice of Claim: Darlene Koppel Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26779

COMMUNICATION 2022-129 **REFERRED**

Notice of Claim: Marilyn Chory Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

11/29/2022

To: Town of Amherst / Claim Reimbursement
From: Marilyn Chory
[redacted]

Concerning: Car hit by snowplow on 11/21/2022`

Damaged Vehicle Toyota Rav4 2010

Owner of Vehicle Marilyn Owner Ag[redacted] Owner License# [redacted]

Vehicle Registration #[redacted] Vehicle License# NYAPF7792

Owner Address [redacted]

Owner Insurance Company Hartford Casualty Insurance Co
Policy [redacted]
Agent# Lawley Insurance 1-716-849-4305
Agent# Hartford Insurance Gena Richards 1-602-572-6770
Agent# Hartford Insurance Matthew Gomes 1-463-333-5975
Vehicle #Amherst NY Snowplow

Owner Amherst HighwayVehicle /Amherst NY Snowplow
Operator David W Hackett [redacted]
Address [redacted]
Motorist ID#[redacted]
Vehicle 2001 Dump truck with plow License# NY AB5976 Truck #227

Time of Accident Around 11:30 am Date 11/21/2022
Weather Conditions Dry and sunny roads were clear of snow and they were not plowing the street.
Damaged car was unoccupied and parked on the street facing north close to the curb.

Amherst Vehicle was occupied with driver and another person(name was not provided).

Description

On 11/21/2022 I had just parked my Toyota Rav4 in front of my house(49 Cindy Drive) close to the curb facing North. I went briefly into my house and realized I forgot something in my car. This is when I saw two gentlemen standing on the driver side of my car. As I approached my car I noticed Mr. Hackett holding something in his hand. When I got closer to the car I realized that Mr. Hackett was holding the driver sideview mirror in his hands which was shattered. The snowplow was proceeding North and parked several feet in front of my car after hitting it. Not

Attachment: DOC113022-11302022093155 (COM-2022-129 : Notice of Claim: Marilyn Chory Vs. Town of Amherst)

only was the mirror broken but the entire mirror unit was broken including the remote control function. When I asked Mr. Hackett what happened he stated that the plow blade hit my car and the blade dropped to the ground. He showed me the skid marks the blade made on the street. Mr. Hackett then called the police. The police(Officer Schulz) arrived and took down my personal information and Mr. Hackett's. Superintendent Lucey also arrived on the scene and spoke with Mr. Hackett and the police officer. The roads were dry. It was sunny and there was no salt on the roads from the plow. After the information was shared Officer Schulz instructed me to provide the local codes number to the Town of Amherst. I notified my insurance company Hartford Insurance Casualty and sent pictures of the damage . The agent I spoke with, Mr. Gomes stated they will contact the Town of Amherst. The next day (11/22/2022) day I went to my car and noticed further damage. The top portion of where the car door and top of car meet has a huge gouge and the window is scratched. I contacted my insurance company Hartford Insurance of the further damage and sent pictures. I also completed an accident reimbursement form/accident notification at the Town of Amherst Highway Dept. They would not give me a copy of the form and directed me to the Town of Amherst website. I also contacted the Attorneys office. I took my car in for an estimate and will include it with this letter along with pictures of the damage. My insurance company is has been unable to contact anyone at the Town of Amherst.

In conclusion, it was a sunny day, the roads were dry and the street had previously been plowed curb to curb prior to the incident. It appeared there was no active plowing and salt treatment. I am seeking resolution of this matter as soon as possible . The damage caused by the Town of Amherst plow has left me with an unsafe car. I need my car for necessary medical treatments and appointments.

Sincerely,

Marilyn Chory.

[redacted]

Attachments: police, estimate of damage(Northtown Collision), pictures of damage

Sworn before me this
29th day of November, 2022.

Kevin Dorr

KEVIN DORR
No. 01DO6191718
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 8-18-24

Attachment: DOC113022-11302022093155 (COM-2022-129 : Notice of Claim: Marilyn Chory Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26787

COMMUNICATION 2022-130 **REFERRED**

Notice of Petition: Nellie Brown and Gerard Fonte Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

15.8.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

NELLIE BROWN, and
GERARD FONTE,

Petitioners,

v. Index No:

TOWN OF AMHERST,

Respondent.

PETITION

Petitioners, Nellie Brown and Gerard Fonte, by and through their attorneys, Rupp Baase Pfalzgraf Cunningham LLC, as and for their petition against the respondent, states and alleges as follows:

1. Gerard Fonte and Nellie Brown are individuals who at all relevant times have resided at [redacted]

2. Respondent is a municipal corporation with its principal place of business located at 5583 Main Street, Williamsville, New York 14221.

3. On or around June 22, 2016, the petitioners turned a Mauser Pistol over to the Town of Amherst Police on June 22, 2016.

4. Prior to turning the pistol over to the Town of Amherst Police, the petitioners filed an "Application for Non-Destruction." That application was granted by the Hon. M. William Boller on or about May 26, 2016. No subsequent order or decision was issued that called into question the applicability of the non-destruction judicial order.

Attachment: DOC120122-12012022140024 (COM-2022-130 : Notice of Petition: Nellie Brown and Gerard Fonte Vs. Town of Amherst)

15.8.a

5. On June 4, 2020, Mr. Fonte received a phone call from an "Officer Johnson," who claimed to be affiliated and employed with the Town of Amherst Police Department. Officer Johnson was calling to discuss the long time that the Mauser pistol had been in safekeeping. However, Officer Johnson agreed during the phone call that he would add another year for safekeeping of the Mauser pistol. The Officer also stated during the phone call that he knew the pistol was very valuable, and he assured Mr. Fonte that the police department would notify the claimants before they took any action regarding the safekeeping.

6. On June 15, 2022, Mr. Fonte called the Town of Amherst Police Department to set up a time that he could go and photograph the Mauser pistol. Mr. Fonte spoke with a "Detective Walsh," who informed Mr. Fonte that the Mauser pistol "was destroyed in August 2021." Det. Walsh incorrectly stated that the petitioners were informed before the pistol was destroyed.

7. On June 29, 2022, Mr. Fonte spoke with a "Captain Mann," who admitted that the respondent did not have an order allowing the destruction of the Mauser pistol.

8. Petitioners filed a notice of claim with the respondent on September 14, 2022. To date, petitioners have received no response from the Town of Amherst. This petition to file a late notice of claim is being filed out of an abundance of caution as the statute of limitations for petitioners' conversion and trespass to chattels claims arguably began to accrue from the date of destruction, not the date from petitioners' discovery of the wrongful destruction of the Mauser pistol.

Packet Pg. 791

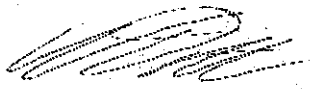
Attachment: DOC120122-12012022140024 (COM-2022-130 : Notice of Petition: Nellie Brown and Gerard Fonte Vs. Town of Amherst)

15.8.a

WHEREFORE, the petitioners respectfully requests that this Court grant petitioners leave to file a late notice of claim pursuant to New York General Municipal Law § 50-e(5).

Dated: November 23, 2022
Buffalo, New York

RUPP BAASE PFALZGRAF CUNNINGHAM LLC
Attorneys for Petitioners



By:_____

R. Anthony Rupp III, Esq.
Chad A. Davenport, Esq.
1600 Liberty Building, 424 Main Street
Buffalo, New York 14202
(716) 854-3400

4853-8426-9632, v. 1

Attachment: DOC120122-12012022140024 (COM-2022-130 : Notice of Petition: Nellie Brown and Gerard Fonte Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26807

COMMUNICATION 2022-131 **REFERRED**

Notice of Claim: Susan McKie and Richard McKie, Her Spouse Vs. Town of Amherst Et Al.

12/12/2022
Referred to Town Attorney

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

In the Matter of the Claim of

SUSAN MCKIE and
RICHARD MCKIE, her spouse,

Claimants,

- against -

TOWN OF AMHERST,
TOWN OF AMHERST HIGHWAY DEPARTMENT,
TOWN OF AMHERST BUILDING DEPARTMENT,
TOWN OF AMHERST HIGHWAY DEPARTMENT
PARKS & FORESTY DIVISIONS,
VILLAGE OF WILLIAMSVILLE NEW YORK and
VILLAGE OF WILLIAMSVILLE NEW YORK
DEPARTMENT OF PUBLIC WORKS

NOTICE OF CLAIM

TO: TOWN OF AMHERST
TOWN OF AMHERST HIGHWAY DEPARTMENT
TOWN OF AMHERST BUILDING DEPARTMENT
TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS
VILLAGE OF WILLIAMSVILLE NEW YORK
VILLAGE OF WILLIAMSVILLE NEW YORK
DEPARTMENT OF PUBLIC WORKS

PLEASE TAKE NOTICE, that SUSAN MCKIE and RICHARD MCKIE, have and hereby make claim against TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, and in support of said claim state the following:

1. The Post Office address of the claimants is [redacted]

[redacted]

'22 DEC 5 AM10:24

4716132v1 - 071770.0001

Attachment: DOC120522-12052022140225 (COM-2022-131 : Notice of Claim: Susan McKie and Richard McKie, Her Spouse Vs. Town of Amherst

2. The attorneys for the claimants are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

3. The claim of SUSAN MCKIE is for personal injuries, including without limitation, medical expenses, and the claim of RICHARD MCKIE is for loss of services, society, companionship and consortium as a result of his spouse's incident, and for consequential damages generally.

4. The claim arose on the sidewalk area in front of the premises, located at 33 Heathwood Road, in the Town of Amherst, County of Erie and State of New York.

5. The claim arose in substance as follows: On the 17th day of September, 2022, at approximately 3:50 p.m., the claimant, SUSAN MCKIE, while traversing the sidewalk area in front of the aforesaid premises, was caused to trip and fall, on a raised portion of the sidewalk area, resulting in serious injuries to the claimant.

6. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, and more particularly, among other things, in allowing and permitting the existence of a raised portion of the sidewalk area, causing a hazard and danger to persons traveling thereon; in failing and omitting to use proper

Attachment: DOC120522-12052022140225 (COM-2022-131 : Notice of Claim: Susan McKie and Richard McKie, Her Spouse Vs. Town of Amherst

maintenance and care of the sidewalk area in front of the aforesaid premises; in allowing and permitting the said sidewalk area to be in a raised condition so as to constitute a hazard and danger to people using the said sidewalk; in allowing and permitting a portion of the sidewalk to extend and protrude higher than the remainder of the sidewalk, thereby creating an unsafe, hazardous, dangerous and defective condition; in failing and omitting to provide warning signs or barriers where a hazard existed; in failing and omitting to provide reasonable and adequate protection for the lives, health and safety of claimant and other persons lawfully traversing the sidewalk area and in failing and omitting to avoid the incident, which in the exercise of reasonable care, could and should have been avoided.

7. Upon information and belief, as a result of the aforesaid incident, the claimant, SUSAN MCKIE, sustained severe bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; and more particularly, SUSAN MCKIE, sustained facial injuries, dental injuries, injuries to the upper extremities, injury to the neck and other various injuries. Upon information and belief, these injuries will result in permanent defects.

8. As a result of the aforesaid incident and injuries sustained by SUSAN MCKIE, the claimant, RICHARD MCKIE, husband of SUSAN MCKIE, has suffered the loss of services, society, companionship and consortium of SUSAN MCKIE to which he was fully entitled.

WHEREFORE, claimants request that TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY

Attachment: DOC120522-12052022140225 (COM-2022-131 : Notice of Claim: Susan McKie and Richard McKie, Her Spouse Vs. Town of Amherst

DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS honor and pay the claim on behalf of SUSAN MCKIE and RICHARD MCKIE.

DATED: Buffalo, New York
December 1, 2022

SUSAN MCKIE

RICHARD MCKIE

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MICHAEL P. STUERMER, ESQ.
Attorneys for Claimants
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MPS : # 71770.0001]

Attachment: DOC120522-12052022140225 (COM-2022-131 : Notice of Claim: Susan McKie and Richard McKie, Her Spouse Vs. Town of Amherst

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26809

COMMUNICATION 2022-132 **REFERRED**

Notice of Claim: Mary Ann Casarella and Gary Casarella, Her Spouse Vs. Town of Amherst Et Al.

12/12/2022
Referred to Town Attorney

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

In the Matter of the Claim of

MARY ANN CASARELLA and
GARY CASARELLA, Her Spouse,

Claimants,

- against -

TOWN OF AMHERST,
TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS,
VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS

NOTICE OF CLAIM

TO: TOWN OF AMHERST
TOWN OF AMHERST HIGHWAY DEPARTMENT
TOWN OF AMHERST BUILDING DEPARTMENT
TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS
VILLAGE OF WILLIAMSVILLE NEW YORK
VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS

PLEASE TAKE NOTICE, that MARY ANN CASARELLA and GARY CASARELLA, have and hereby make claim against TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS, and in support of said claim state the following:

'22 DEC 5 AM10:24

4730343v1 - 071835.0001

Attachment: DOC120522-12052022141159 (COM-2022-132 : Notice of Claim: Mary Ann Casarella and Gary Casarella, Her Spouse Vs. Town of

1. The Post Office address of the claimants is [redacted]

2. The attorneys for the claimants are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

3. The claim of MARY ANN CASARELLA is for personal injuries, including without limitation, medical expenses, and the claim of GARY CASARELLA is for loss of services, society, companionship and consortium as a result of his spouse's accident, and for consequential damages generally.

4. The claim arose on the sidewalk area in front of or near the premises, located at 5 Autumnview Road, in the Town of Amherst, County of Erie and State of New York.

5. The claim arose in substance as follows: On the 13th day of September, 2022, at approximately 10:30 a.m., the claimant, MARY ANN CASARELLA, while lawfully and properly traversing the sidewalk area in front or near the aforesaid premises, was caused to trip and fall on an elevated, raised portion of the sidewalk area, resulting in serious injuries to the claimant.

6. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of TOWN OF AMHERST and/or TOWN OF AMHERST HIGHWAY DEPARTMENT and/or TOWN OF AMHERST BUILDING DEPARTMENT and/or TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY DIVISIONS and/or VILLAGE OF WILLIAMSVILLE NEW YORK and/or VILLAGE OF WILLIAMSVILLE NEW YORK

Attachment: DOC120522-12052022141159 (COM-2022-132 : Notice of Claim: Mary Ann Casarella and Gary Casarella, Her Spouse Vs. Town of

DEPARTMENT OF PUBLIC WORKS, and more particularly, among other things, in allowing and permitting the existence of an elevated, raised portion of the sidewalk area, causing a hazard and danger to persons traveling thereon; in failing and omitting to reasonably anticipate that persons traversing the sidewalk area could sustain physical injury by reason of the elevated, raised portion of the sidewalk area; in failing and omitting to use proper maintenance and care of the trees and their roots near or around the sidewalk area at the aforesaid premises; in failing and omitting to rope off or place signs and/or barriers around the dangerous area until said condition was corrected and in failing and omitting to avoid the accident, which in the exercise of reasonable care, could and should have been avoided.

7. Upon information and belief, as a result of the aforesaid incident, the claimant, MARY ANN CASARELLA, sustained severe bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; and more particularly, MARY ANN CASARELLA, sustained injuries to her right hand, right knee, teeth and other various injuries. Upon information and belief, these injuries will result in permanent defects.

8. As a result of the aforesaid incident and injuries sustained by MARY ANN CASARELLA, the claimant, GARY CASARELLA, husband of MARY ANN CASARELLA, has suffered the loss of services, society, companionship and consortium of MARY ANN CASARELLA to which he was fully entitled.

WHEREFORE, claimants request that TOWN OF AMHERST, TOWN OF AMHERST HIGHWAY DEPARTMENT, TOWN OF AMHERST BUILDING DEPARTMENT, TOWN OF AMHERST HIGHWAY DEPARTMENT PARKS & FORESTY

Attachment: DOC120522-12052022141159 (COM-2022-132 : Notice of Claim: Mary Ann Casarella and Gary Casarella, Her Spouse Vs. Town of

DIVISIONS, VILLAGE OF WILLIAMSVILLE NEW YORK and VILLAGE OF WILLIAMSVILLE NEW YORK DEPARTMENT OF PUBLIC WORKS honor and pay the claim on behalf of MARY ANN CASARELLA and GARY CASARELLA.

DATED: Buffalo, New York
December 1, 2022

MARY ANN CASARELLA

GARY CASARELLA

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
MICHAEL P. STUERMER, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[MPS : # 71835.0001]

Attachment: DOC120522-12052022141159 (COM-2022-132 : Notice of Claim: Mary Ann Casarella and Gary Casarella, Her Spouse Vs. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
DOC ID: 26816

COMMUNICATION 2022-133 **REFERRED**

Notice of Claim: Lucille Wukovits Vs. Town of Amherst

12/12/2022
Referred to Town Attorney

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

LINDSAY MANZ
NOTARY PUBLIC STATE OF NEW YORK
NIAGARA COUNTY
LIC. #01MA6438214
COMM. EXP. 08/08/2026

NOTICE OF CLAIM

NAME: Lucille Wukovits

ADDRESS: [redacted]

TIME: 10:30 A.M. Nov. 22, 2022

PLACE: Dash's Cafe Parking Lot
499 W. Klein Rd. Amherst

DESCRIPTION OF INCIDENT: On Nov 22, 2022, Officer Edward Ferger backed into the right rear section of my Honda 2016 (See repair forms for specific damage) while my car was immobile waiting for clearance to park.

LICENSE PLATE NO.: BRC9131

REGISTRATION NO: [redacted]

SIGNATURE: Lucille Wukovits

'22 DEC 5 PM12:14

Attachment: DOC120622-12062022081735 (COM-2022-133 : Notice of Claim: Lucille Wukovits Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26872 **RESOLUTION 2022-1242** **ADOPTED**

Agreement Between the Town of Amherst and EMS Design CRS #3782

Suspension to Town Board Agenda Item December 12, 2022

TO: **Amherst Town Board**

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

DATE: **December 12, 2022**

RE: **Agreement between the Town of Amherst and EMS Design**

WHEREAS, the Town of Amherst in its Recovery Plan has a stated goal to "Undertake Marketing & Lead Generation Campaign;" and,

WHEREAS, said goal is the responsibility of the Economic Development Department; and,

WHEREAS, the Economic Development Department has decided to proceed with a Marketing campaign entitled "AMHERST LEADS," and,

WHEREAS, professional logo and graphic design is a necessary and integral part of conveying marketing brand development and messaging; and,

WHEREAS, The Town of Amherst has identified EMS Design to have a proven track record of excellence, reliability and creativity in graphic design; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to execute a Professional Services Agreement between the Town of Amherst and EMS Design pending CRS approval. CRS #3782.

12/2/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Lavin and unanimously approved 4-0.

FINANCIAL IMPACT:

A1230 4110 $5,400

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

PROPOSAL

CUSTOMER:
Annette Herrman
Communication Specialist
Town of Amherst
5583 Main St.
Williamsville, NY 14221

QUOTE NUMBER:
20221401
QUOTE DATE:
12/06/22
VALID UNTIL DATE:
02/15/23

Regarding: AmherstLeads Logo Development

Dear Ms. Herrman,

At your request, I am submitting this proposal to develop a logo for the Economic Development Department to aid in its marketing efforts. In addition to the logo, supplied in various uses, I am also proposing a style guide which will assist in branding efforts. The style guide can be distributed to any party who has access to use of the logo and will keep the integrity and consistency of the brand regardless of who uses it.

I will be the only graphic artist assigned to this project.

DESCRIPTION:	HOURS:	AMOUNT:
LogoDesign: AmherstLeads ▸ 4-5 logo spec designs ▸ 1 finalized logo folder Includes various logo uses, social media icons, file types, etc.	22Hours@$75/hr	$1,650.00
BrandBook:AmherstLeads ▸ 14-18 pages Mission statement, history, logo and uses, icons, color schemes, fonts, font usage and variations, brand imagery, communication style, and more.	50 Hours @ $75/hr	$3,750.00
	TOTAL:	$5,400.00

Thank you for allowing me to submit this proposal. I look forward to working with you on this project.
Sincerely,
Evan Steward

I authorize this work to proceed.

Signature of Responsible Party

Name (printed or typed) Date

Billing Contact Information and Address (if different than above)

EVAN STEWART DESIGN
52 Parkview Ct.
Lancaster, NY 14086
p | 716.866.8633
e | emsdesign7@yahoo.com

Attachment: SUSPENSION attachment Eco Dev agreement EMS Design 20221212 (RES-2022-1242 : Agreement Between the Town of Amherst

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26882 **RESOLUTION 2022-1243** **ADOPTED**

Agreement Between the Town of Amherst and HM Insurance Group CRS #3783

Suspension to Town Board Agenda Item December 12, 2022

TO: **Amherst Town Board**

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

DATE: **December 12, 2022**

RE: **Agreement between the Town of Amherst and HM Insurance Group**

BE IT RESOLVED that the Town Board hereby authorizes the supervisor to sign an agreement with HM Insurance Group for the provision of Stop Loss coverage for calendar year 2023 as detailed on the attached rate proposal, contingent upon successful completion of the Town's contract routing process. CRS #3783.

12/2/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Lavin and unanimously approved 4-0.

FINANCIAL IMPACT:

A9060-0393 & A9060-0394; $369,740.00

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

HM LIFE INSURANCE COMPANY OF NEW YORK

STOP LOSS PROPOSAL FOR
Town of Amherst

Sales Representative: Victor Parker
Broker: AP BENEFIT ADVISORS LLC
Claims Administrator: Independent Healthcare
Provider Network(s): Independent Health, RBP - Payer Compass
Utilization Review Vendor(s): Independent Health
Retirees: Only Under 65 Retirees Included

Proposed Effective Date: 01/01/2023
Through Date: 12/31/2023
RFP Situs State: NY

Specific (Check one option)	Lives	Current	☐ Renewal	☐ Option 1	☐ Option 2
Specific Deductible (per Covered Participant)		$275,000	$275,000	$300,000	$325,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Eligible Claims Expenses		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Single Rate	191	$20.23	$22.34	$20.00	$17.95
Family Rate	455	$50.39	$58.34	$52.92	$48.23
Total Lives	**646**				
Estimated Policy Term Specific Premium		$321,497	$369,740	$334,783	$304,477
Policy Term Aggregating Specific Loss Fund		$150,000	$150,000	$150,000	$150,000
Specific Covered Claims Basis		108/12	120/12	120/12	120/12
Commission		0.00%	0.00%	0.00%	0.00%
Specific Coverage Features/Options					
Specific Advance Funding					

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

Attachment: SUSPENSION attchment ToA HM Firm Quote Return 20221212 (RES-2022-1243 : Agreement Between the Town of Amherst and HM

HM LIFE INSURANCE COMPANY OF NEW YORK

STOP LOSS PROPOSAL FOR
Town of Amherst

PROPOSAL NOTES

- The rates in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Specific rates in this proposal are based on an Aggregating Specific arrangement. Maximum Specific Liability includes estimated Policy Term Specific premium and the Aggregating Specific fund.
- This proposal includes Specific Advance Funding.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- At renewal We will not apply any new Special Risk Limitations including, but not limited to, an Alternate Specific Deductible or Excluded Claim Expense unless requested.
- This proposal assumes Reference Based Pricing is in place for Out of Network Claims (140% of Medicare).

PROPOSAL ACCEPTANCE

Please acknowledge acceptance of the terms in this proposal by signing it and returning it by 12/30/2022 (no signed proposal will be accepted after the Proposed Effective Date). Please also indicate which option is chosen by checking the appropriate box on the previous page. Failure to remit the signed agreement within the same period will result in a request for an updated large claim Disclosure (and claims) being required for Our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

Attachment: SUSPENSION attchment ToA HM Firm Quote Return 20221212 (RES-2022-1243 : Agreement Between the Town of Amherst and HM

HM LIFE INSURANCE COMPANY OF NEW YORK

STOP LOSS PROPOSAL FOR
Town of Amherst

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- This proposal is subject to revision if there is a change in Proposed Effective or Renewal Dates or a change in the Covered Underlying Plan.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed in this proposal.
- This proposal assumes a minimum participation level of 50%.
- This proposal assumes the Covered Underlying Plan includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HM; employee and dependent census data; submission of any requested claim information; and any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates will be modified, and the Specific claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the Stop Loss Policy if such charges are considered a claim cost. HM is not responsible for the filing and/or payment of any assessment for which HM is not directly liable including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- This proposal will expire on the Proposed Effective Date.
- Unless otherwise limited or excluded by the Stop Loss Policy or under the Individual Special Requirements, Eligible Claim expenses under the Stop Loss Policy will follow the Covered Underlying Plan, up to the proposed Maximum Specific Benefit.
- The Agent is properly licensed and appointed by HM.
- The initial rates are guaranteed for the proposed Policy Term unless otherwise noted.
- There are no more than 15% COBRA participants.

Qualifications

- Any Stop Loss insurance requested and the Proposed Effective Date of that coverage must be approved by HM under Our current rules and practices.
- The premium rates are subject to change should the number of Covered Units change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Summary Plan Document or other acceptable plan description is required within 60 days of the Effective Date, and the premium rates may be subject to re-rating, retro-active to the Effective Date.
- This quote assumes the Covered Underlying Plan will include standard industry provisions and definitions including, but not limited to, eligibility, HIPAA, termination, leave of absence or disability, FMLA, subrogation, transplants and COB; and exclusions for job-related injuries, treatments that are experimental and/or investigational, cosmetic, not medically necessary, war, felonies, charges in excess of usual and customary, and foreign medical care when traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Summary Plan Document is not available within 60 days from the Proposed Effective Date, We reserve the right to issue the policy assuming standard exclusions will apply.
- Our approval is subject to the receipt of information concerning whether the Plan Document includes or excludes a subrogation provision. Such information must be received in conjunction with the signed proposal. If it is confirmed that a subrogation provision is included in the Plan Document, and it is later determined that the provision does not exist, a new Policy or Addendum will be required to be issued to comply with a New York state mandate.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health Care Operations." HM will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

Attachment: SUSPENSION attchment ToA HM Firm Quote Return 20221212 (RES-2022-1243 : Agreement Between the Town of Amherst and HM

- The rates in this proposal are based on the Disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's Stop Loss Policy.
- Any Stop Loss Policy issued by HM may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Policyholder and/or the Policyholder's Agent, or if the Policyholder and/or the Policyholder's Agent commits fraud.
- As used above: An "Agent" is the prospective Policyholder's representative including, but not limited to, the agent, producer or broker of record, or Claims Administrator. A "Claims Administrator" is a third party administrator (TPA) designated by the Policyholder and approved by Us. Disclosure or Disclosed means to provide Claim Information and any other documentation or data requested by Us including, but not limited to, Census and Demographic Information and the estimated number of Covered Units prior to the beginning of the Policy Term.

Attachment: SUSPENSION attchment ToA HM Firm Quote Return 20221212 (RES-2022-1243 : Agreement Between the Town of Amherst and HM

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (11/16), HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (11/16) or HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26884 **RESOLUTION 2022-1244** **ADOPTED**

Resolution – Independent Health Corporation Medical Administrative Services Extension Agreement CRS #3785

Suspension to Town Board Agenda Item December 12, 2022

TO: **Amherst Town Board**

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

DATE: **December 12, 2022**

RE: **Resolution - Independent Health Corporation Medical Administrative Services Extension Agreement**

WHEREAS, RFP #202005 Medical Administration Services was awarded to Independent Health for the period January 1, 2021 through December 31, 2022; and

WHEREAS, the contract includes a provision for renewal, and the Town and Independent Health wish to extend the contract for two additional years;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Supervisor to sign the Self-Funded Medical Administrative Services Quote and the Administrative Services Agreement with Independent Health Corporation for the period January 1, 2023 through December 31,2024; and

BE IT FURTHER RESOLVED, that approval is contingent upon successful completion of the Town's contract routing system, through which modifications to the documents may be made by the Town Attorney, due to the need for a contract to be in place prior to January 1, 2023. CRS #3785 (Original CRS #2248).

12/2/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Lavin and unanimously approved 4-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

AMENDMENT TO THE PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT

This Amendment is made effective January 1, 2023 to the Pharmacy Benefit Management Services Agreement ("Agreement") between **TOWN OF AMHERST** ("Account") and **INDEPENDENT HEALTH'S PHARMACY BENEFIT DIMENSIONS, LLC** ("PBD").

WHEREAS, Account and PBD entered into the Agreement commencing January 1, 2021, for PBD to provide certain pharmacy benefit management services to and on behalf of Account in regard to the Account's health care plan (the "Plan").

WHEREAS, the parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The final sentence of Section 1(B)(i) of the Agreement shall be deleted and replaced with the following.
    a. "Account shall always be solely financially responsible for providing funds for payment of their prescription drug claims including any taxes imposed in connection with such claims, and such responsibility shall survive termination or expiration of this Agreement."

2. The following language shall be added to the end of Section 6 Compliance with Law: Change in Law of the Agreement:
    a. "Required Information and Regulatory Reporting. Upon PBD's request and in a format and timeframe required by PBD, Account shall collect and accurately provide all data and information to PBD to enable PBD to comply with its regulatory reporting requirements related to Account's business, including without limitation, the reporting obligations to the Centers for Medicare & Medicaid Services (CMS) or its designee(s) under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (the "SUPPORT Act") (e.g., collection and provision of social security numbers and Medicare ID numbers). In the alternative, in connection with the SUPPORT Act reporting requirements, Account will provide all data and information to CMS or its designee(s) to satisfy the group health plan (GHP) and GHP responsible reporting entity obligations under the SUPPORT Act. Account will report information for each benefit plan under this Agreement for which reporting is required either by the benefit plan or a Responsible Reporting Entity (as defined by the SUPPORT Act), including on behalf of PBD as Account's pharmacy benefits manager, when applicable. Account will provide PBD the Tax Identification number and mailing address for benefit related issues for each benefit plan subject to SUPPORT Act reporting requirements. Account shall indemnify, defend, and hold harmless PBD against any claims, penalties (including civil monetary penalties), or fines imposed on PBD resulting from Account's failure to comply with the requirements of this provision."

3. The first paragraph of Section 10 of the Agreement shall be deleted and replaced with the following.
    a. "The initial term will begin on the Effective Date and shall continue for a term of two (2) Years, until December 31, 2024".

4. The following language shall and new section **(J)** be added to the end of Section 11 **Miscellaneous**:

Attachment: SUSPENSION attach HR Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent

a. "**J)** Account, as the "holder" (as defined under unclaimed property laws) of uncashed checks made out to Eligible Participants and/or Participating Pharmacy for claims, shall be responsible for any required due diligence activities and escheating such amounts to the applicable states. For avoidance of doubt, Account shall retain sole responsibility for payment of claims related to uncashed checks, and such responsibility shall survive termination or expiration of this Agreement. In the event an Eligible Participant and/or Participating Pharmacy requests that PBD re-issue payment in connection with an uncashed check for a claim, PBD shall communicate such request to Account, and Account shall immediately issue payment of any such amounts to PBD to the extent such amount have not been remitted to PBD."

5. Exhibit A of the Agreement shall be deleted in its entirety and replaced with the attached Exhibit A. Exhibit A Pharmacy Administrative Services Pricing Fees shall go into effect on the 15th business day following execution of this Amendment by both parties. Exhibit A's rebate pricing will go into effect on the later of: (1) the 1st day of the calendar quarter that begins after the execution of this Amendment by both parties, or (2) the effective date of this Amendment.

6. The following language from Exhibit E of the Agreement shall be deleted:

   a. "Notice of Removal will be provided to the Account within ten (10) business days. Any additions to the Exhibit will be provided in future amendments to the Agreement."

7. All other terms and conditions of the Agreement not previously amended or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

INDEPENDENT HEALTH'S PHARMACY BENEFIT DIMENSIONS, LLC

By: _____

Name: _____

Date: _____

Title: _____

TOWN OF AMHERST

By: _____

Name: _____

Date: _____

Title: _____

EXHIBIT A

Attachment: SUSPENSION attach HR Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent

PHARMACY ADMINISTRATIVE SERVICES PRICING FEE SCHEDULE

TOWN OF AMHERST

Category – Discounts and Dispensing Fees	YEAR 1	YEAR 2
Retail Pharmacy Network -		
Administrative fee per claim**		
Guaranteed Dispensing fee per Rx		
A. Retail Brand	$0.90	$0.90
B. Retail Brand 84 Days of Supply or greater	$0.00	$0.00
C. Retail Generic *	$0.90	$0.90
D. Generic 84 Days of Supply or greater*	$0.00	$0.00
E. Compounded drugs	$7.00	$7.00
F. OTC	$0.90	$0.90
Discount Guarantee (% off posted Medispan AWP of actual package size dispensed)		
A. Brand medications	17.50%	17.50%
B. Brand 84 days of Supply or greater	21.00%	21.00%
C. Generic Rate *	87.00%	87.25%
D. Generic 84 Days of Supply or greater*	88.25%	88.50%
E. Compounded drugs	17.50%	17.50%
F. OTC	17.50%	17.50%

Attachment: SUSPENSION attach HR Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent

Category – Discounts and Dispensing Fees	YEAR 1	YEAR 2
Mail Order (Claims>= 84 Day supply)		
Administrative fee per claim** - Mail Order		
Guaranteed Dispensing fee per Rx	$0.00	$0.00
A. Brand	$0.00	$0.00
B. Generic	$0.00	$0.00
C. Compounded drugs	$0.00	$0.00
D. OTC	$0.00	$0.00
E. Specialty	$0.00	$0.00
Discount Guarantee (% off posted Medispan AWP of actual package size dispensed)		
A. Brand medications - (guaranteed discount)	26.50%	26.50%
B. Generic - (guaranteed discount) *	88.50%	88.75%
C. Compounded drugs - (guaranteed discount)	26.50%	26.50%
D. OTC (guaranteed discount)	26.50%	26.50%
E. Specialty Brand - (guaranteed discount)	17.25%	17.25%
F. Specialty Generic - (guaranteed discount)	30.00%	30.00%

Category - Rebates	YEAR 1	YEAR 2
Minimum Guaranteed Rebate for each Brand Retail	$200	$205
Minimum Guaranteed Rebate for each Brand Retail Rx 84 Day Supply or greater	$410	$420
Minimum Guaranteed Rebate for each Mail Brand Rx	$410	$420
Minimum Guaranteed Rebate for each Specialty Brand Rx	$1725	$1750
Total percentage of Eligible Rebates passed to the client	100%	

Attachment: SUSPENSION attach HR Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent

Other Services and Fees	
Subrogation Claim Processing	Included
1st Level Appeals Management	$1.50 PEPM
2nd Level Appeals Management	See Exhibit D
External Appeal Management	See Exhibit D
Standard Formulary Management	Included
New Member Welcome Kits * Initial new member kits included in administrative fees.	$2.50 per kit plus applicable mailing costs
Eligibility Verification or Manual Application Entry	Included
ID Cards- Initial ID Cards included in administrative fees.	$1.85 per card plus applicable mailing costs thereafter
Summary Plan Description	$1,500 (upon request)
Summary Plan Description Modifications via Amendment	$150/Hour
Reports: Management Reports including Specialty Pharmacy	Standard management reports included in base administrative fee. Customized reports are quoted upon request
Electronic Access to Reporting	Included
Member Education Mailings & Self-Funded EOBs	Cost plus 10%
Paper Claims Processing	$2.75 per claim
Clinical Management Programs - Step Therapy - Prior Authorization	Standard management programs included in base administrative fee. Customized programs are quoted upon request
Concurrent and Retrospective Reviews	Included
Banking Arrangement Setup	Included
Creditable Coverage Determination	$2,000/Year (upon request)
Creditable Coverage Letters	$10/Letter
Formulary Booklets for Members	Cost plus 10%
Language or Literacy Translation of Documents	Cost plus 10%
Specialty Copay Assistance Program	Quoted upon request
Retro-Eligibility Claims Recovery	10% retained by PBD for administrative expense
Pharmacy Claims Audits	10% retained by PBD for administrative expense
Pharmacy Network Administration	Standard PBD Network is included in base administrative fee. Customized network is quoted upon request
Pharmacy Help Desk and Standard Toll-Free Number for Pharmacist	Included
Shared Pharmacy/Medical Benefit Administration Including but not limited to set-up and file transfers	Quoted upon request
Fraud, Waste and Abuse Program	Included

Attachment: SUSPENSION attach HR Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent

*All single-source and multiple source generic products are to be included in the generic guarantee measurement.

1. Zero balance or zero amount claims paid by a Client's plan will NOT be included in the guaranteed measurement for AWP, Ingredient cost or dispensing fees.

2. AWP discount guarantees MUST be measured and reconciled annually on a component (brand, generic, retail, mail order, and specialty pharmacy claims) basis only.

**Third Party Consultant Fees. Plan Sponsor authorizes and directs PBD to facilitate the payment of a $1.25 consulting fee per claim for the commercial, self-funded line of business to AP Benefit Advisors, LLC d/b/a Premier Consulting Associates a/k/a Assured Partners Capital, INC. (Consultant) on behalf of Plan Sponsor. This fee is paid to Consultant for consulting services they provide to Plan Sponsor. PBD agrees to facilitate such payment.

The following will be excluded from all ingredient cost and dispensing fee guarantees under this Agreement: coordination of benefit claims, no bill/no remit, 340B Claims, Subrogation Claims, claims dispensed from an on-site or Sponsor or Plan owned pharmacy, long term care pharmacy claims, home infusion claims, I/T/U claims, Member Submitted Claims, compounds, OTCs, and vaccines. Additionally, claims dispensed in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, rural pharmacies or any states with Medicaid best pricing requirements will be excluded from the guarantees.

Rebate Guarantees only apply to brand prescriptions for employer benefit designs that follow the PBD Formulary without exception and maintain at least a $15 copay / 5% Coinsurance differential between preferred and non-preferred brand tiers. Guarantees do not apply to claims that do not qualify for rebates such as: member submitted claims, vaccines, OTC products, claims older than 180 days, claims through sponsor- owned, in-house, or onsite pharmacies, 340B pharmacies, Long Term Care Pharmacies, I/T/U claims, coordination of benefit claims, claims with no cost to the sponsor, compounds, devices (including but not limited to: needles, syringes, aerochambers, tablet splitters, etc.), medical drugs that are not on the formulary but processed through the PBD claim system, claims pursuant to a 100% member copayment plan or drugs funded in full or in part by separate government and/or pharmaceutical savings programs (including but not limited to 340B, and foundations).

Upon thirty (30) days prior written notice to Client, we reserve the right to modify or amend the financial provisions in the offer in a manner designed to account for the impact of events outside of PBD's control as identified below. Such notice will include our explanation of the manner in which the modification accounts for the impact of the event:

1. Material change in membership, retail maintenance drug network or program, drug price, claims volume or component mix; or
2. Any government imposed, industry-wide change, including any prohibition or restriction on PBD's ability to receive rebates or discounts from pharmaceutical manufacturers; changes to methodology, availability, or publication of AWP; or changes in CMS guidelines for government regulated programs, if applicable; or
3. Any generic version of a branded product is introduced in the market; or (ii) a branded product is recalled, experiences a shortage or unexpectedly withdrawn from the market.

Any shortfall between the actual results and the minimum guarantee will be paid by PBD, dollar-for-dollar, to Client within 90 days of the end contract year. Any overachievement in any guarantee under this Agreement will be used to make up for and offset a shortfall in other guarantees within that Category. For each 30 days beyond the 90-day reconciliation/payment date that payment is not made to the Account, PBD shall pay a penalty of 1.5% per month.

Attachment: SUSPENSION attach HR Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent

Self-Funded Medical Administrative Service Quote

The following services/items will be included in the administrative fee for **Town of Amherst** Administrative fees quoted are valid for 90 days beginning **1/1/2023** based on an estimated population of 658 enrolled employees.

Medical Claims Administration:

- Adjudication
- Coordination of benefits administration
- Issuance of Explanation of Benefits (EOBs)
- Check printing
- First, second and external appeal management
- Large claim and random claims audit
- Standard reporting package

Network Access:

- Access to Independent Health's proprietary network for participants in the eight counties of Western New York

Eligibility Management Services:

- Entry (electronic or paper)
- Eligibility maintenance
- Initial and maintenance ID Cards upon member enrollment (one card per member to a maximum of four per family)
- Notice of terminations

Stop Loss:

- Marketing
- Reporting

HCRA Administration:

- Monthly reporting and submission of New York State Surcharges

Integrated Medical Management Services:

- Provider Preauthorization (consistent with Independent Health established policy)
- Member Precertification (if applicable based on benefit design)
- High-Tech Radiology Precertification
- Chronic Condition Management
- Case Management
- 24-Hour Medical Help Line
- Wellness Discounts (cost of programs not included, pass-through to client)

Account and Member Services:

- Designated account manager and account specialist
- Toll-Free member services number available Monday – Friday, 8 a.m. – 8 p.m. EST
- Quarterly employer meetings
- Annual plan performance review, including clinical and reporting analysis

Attachment: SUSPENSION attach HR IHA Town of Amherst rate quote 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent Health

Attachment: SUSPENSION attach HR IHA Town of Amherst rate quote 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent Health

Medical Services Administrative Quote to include above services:

	When offered with PBD®	When offered without PBD®
1/1/2023 – 12/31/2023	$46.00 PEPM	$48.00 PEPM
1/1/2024 – 12/31/2024	$47.40 PEPM	$49.40 PEPM

DOES NOT INCLUDE PBD RATES – DEVELOPED SEPARATELY BY PBD

The following additional services provided by Independent Health are exclusive of the above quoted administrative fee and will be charged in accordance with the fees listed below:

Cost Containment Negotiation (Out-of-Network Claims) ..... 35% of Savings
Claim Audits ..... 35% of Savings
External appeal management ..... IRO pass-through
Subrogation ..... 35% of Savings
Wrap Network Access ..... 35% of Savings
Independent Health with First Health Access in PA ..... $5.15 PEPM
PPO Network Access (only if needed for employees living outside of WNY service area) ... $4.75 PEPM
Ad Hoc or Custom Reporting ..... $175 per hour
Custom Programming ..... $175 per hour
Printing for member materials ..... Cost + 10%
Global ID Card Reissue for client requested plan changes ..... Quoted upon request
Premier Linx ..... $1.30 PEPM
Clinical Integration** ..... $3.81 PMPM

**Additional charges may apply if custom programming is required*
***Pass through payment to Catholic Medical Partners for initiatives aimed at improving care coordination and quality. Applies only to those members with CMP PCPs.*

INITIAL START-UP SERVICES

The following services are charged on a one-time fee basis:

- System installation and programming of plan design including testing
- Dedicated implementation manager
- Local** on-site enrollment meetings
- Member identification cards including mailing
- New member kits

*** Local meetings are defined as meetings held within the eight counties of Western New York. Expenses incurred for meetings outside of Western New York will be the responsibility of the client.*

One-Time Start-Up Quote to include services identified above:

N/A Current client

Attachment: SUSPENSION attach HR IHA Town of Amherst rate quote 1.1.2023 20221212 (RES-2022-1244 : Resolution – Independent Health

OPTIONAL SERVICES

In addition to the standard services/items quoted above, Independent Health is offering the following optional services. Please check those that you will be purchasing.

PLAN COMPLIANCE SUPPORT			
Summary of Benefits and Coverage*	$250 per document	☐ Yes	☐ No
Summary of Benefits and Coverage Amendments or Changes	$100 per document	☐ Yes	☐ No
Summary Plan Description Development	Quoted Upon Request	☐ Yes	☐ No
Summary Plan Description Printing & Distribution	cost + 10%	☐ Yes	☐ No
Summary Material Modification (Amendment) Development	Quoted Upon Request	☐ Yes	☐ No
TELADOC			
Teladoc – General Medical	$1.00 PEPM	☐ Yes	☐ No
Teladoc – General Medical, Behavioral Health & Dermatology	$1.50 PEPM	☐ Yes	☐ No
INTEGRATION WITH EXTERNAL PBM (if accumulator sharing is needed only one fee will apply)			
Eligibility Sharing	$2.00 PEPM	☐ Yes	☐ No
Accumulator Sharing for Out-of-Pocket	$1.00 PEPM	☐ Yes	☐ No
Accumulator Sharing for Deductible and Out-of-Pocket	$2.00 PEPM	☐ Yes	☐ No
ADDITIONAL PROGRAMS			
FitWorks Prime Wellness Program	Quoted Upon Request	☐ Yes	☐ No
Food Smart	$ .22 PMPM	☐ Yes	☐ No
Brook Health Companion	$ .50 PEPM	☐ Yes	☐ No
Health Extras (Plan funds utilization)	$1.95 PEPM	☐ Yes	☐ No
Health Equity HSA/HRA (provide separate quote)	$2.50 per participant per month	☐ Yes	☐ No
Vision (EyeMed)	Included in base	X Yes	☐ No
Benefit Engage Secure Portal for Enrollment	$ 2.25 PEPM	☐ Yes	☐ No
COBRA Administration*** *** 2% of the established premium will also be added to the enrollee's monthly COBRA invoice	$1.50 PEPM $1.50 PEPM	☐ Yes	☐ No

Your signature on the line below indicates your acceptance of these rates, as well as your authority to sign on behalf of the **Town of Amherst**. Please return a signed copy of the Administrative Service and Additional Services quote pages to your Account Executive so that we can begin making the preparations for implementation, which typically occurs during the 60 days prior to the plan effective date. It is understood that Independent Health and **Town of Amherst** are in the process of negotiating an Administrative Services Agreement to cover the terms and conditions under which this relationship shall proceed. These quote pages will be incorporated into that agreement. It is understood that the Administrative Service Agreement must be completed in advance of the plan effective date.

Signature and Title _____

Date_____

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

Francina J. Spoth
Town Clerk

Meeting: 12/12/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26885 **RESOLUTION 2022-1245** **ADOPTED**

Pharmacy Benefit Dimensions, LLC Prescription Drug Administration Services Extension Agreement CRS #3786

Suspension to Town Board Agenda Item December 12, 2022

TO: **Amherst Town Board**

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

DATE: **December 12, 2022**

RE: **Pharmacy Benefit Dimensions, LLC Prescription Drug Administration Services Extension Agreement**

WHEREAS, RFP #202006 Prescription Drug Administration Services was awarded to Pharmacy Benefit Dimensions for the period January 1, 2021 through December 31, 2022; and

WHEREAS, the Town and Pharmacy Benefit Dimensions wish to extend the contract for two additional years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Amendment to the Pharmacy Benefit Management Services Agreement with Pharmacy Benefit Dimensions, LLC, for the period January 1, 2023 through December 31,2024; and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Town's contract routing system, through which modifications to the document may be made by the Town Attorney, due to the need for a contract to be in place prior to January 1, 2023. CRS #3786 (Original CRS #2251).

12/2/2022
A motion to approve was made by Councilmember Bucki, seconded by Councilmember Lavin and unanimously approved 4-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

AMENDMENT TO THE PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT

This Amendment is made effective January 1, 2023 to the Pharmacy Benefit Management Services Agreement ("Agreement") between **TOWN OF AMHERST** ("Account") and **INDEPENDENT HEALTH'S PHARMACY BENEFIT DIMENSIONS, LLC** ("PBD").

WHEREAS, Account and PBD entered into the Agreement commencing January 1, 2021, for PBD to provide certain pharmacy benefit management services to and on behalf of Account in regard to the Account's health care plan (the "Plan").

WHEREAS, the parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The final sentence of Section 1(B)(i) of the Agreement shall be deleted and replaced with the following.
    a. "Account shall always be solely financially responsible for providing funds for payment of their prescription drug claims including any taxes imposed in connection with such claims, and such responsibility shall survive termination or expiration of this Agreement."

2. The following language shall be added to the end of Section 6 Compliance with Law: Change in Law of the Agreement:
    a. "Required Information and Regulatory Reporting. Upon PBD's request and in a format and timeframe required by PBD, Account shall collect and accurately provide all data and information to PBD to enable PBD to comply with its regulatory reporting requirements related to Account's business, including without limitation, the reporting obligations to the Centers for Medicare & Medicaid Services (CMS) or its designee(s) under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (the "SUPPORT Act") (e.g., collection and provision of social security numbers and Medicare ID numbers). In the alternative, in connection with the SUPPORT Act reporting requirements, Account will provide all data and information to CMS or its designee(s) to satisfy the group health plan (GHP) and GHP responsible reporting entity obligations under the SUPPORT Act. Account will report information for each benefit plan under this Agreement for which reporting is required either by the benefit plan or a Responsible Reporting Entity (as defined by the SUPPORT Act), including on behalf of PBD as Account's pharmacy benefits manager, when applicable. Account will provide PBD the Tax Identification number and mailing address for benefit related issues for each benefit plan subject to SUPPORT Act reporting requirements. Account shall indemnify, defend, and hold harmless PBD against any claims, penalties (including civil monetary penalties), or fines imposed on PBD resulting from Account's failure to comply with the requirements of this provision."

3. The first paragraph of Section 10 of the Agreement shall be deleted and replaced with the following.
    a. "The initial term will begin on the Effective Date and shall continue for a term of two (2) Years, until December 31, 2024".

4. The following language shall and new section **(J)** be added to the end of Section 11 **Miscellaneous**:

Attachment: SUSPENSION attach HR Pharm Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1245 : Pharmacy Benefit

a. "**J)** Account, as the "holder" (as defined under unclaimed property laws) of uncashed checks made out to Eligible Participants and/or Participating Pharmacy for claims, shall be responsible for any required due diligence activities and escheating such amounts to the applicable states. For avoidance of doubt, Account shall retain sole responsibility for payment of claims related to uncashed checks, and such responsibility shall survive termination or expiration of this Agreement. In the event an Eligible Participant and/or Participating Pharmacy requests that PBD re-issue payment in connection with an uncashed check for a claim, PBD shall communicate such request to Account, and Account shall immediately issue payment of any such amounts to PBD to the extent such amount have not been remitted to PBD."

5. Exhibit A of the Agreement shall be deleted in its entirety and replaced with the attached Exhibit A. Exhibit A Pharmacy Administrative Services Pricing Fees shall go into effect on the 15th business day following execution of this Amendment by both parties. Exhibit A's rebate pricing will go into effect on the later of: (1) the 1st day of the calendar quarter that begins after the execution of this Amendment by both parties, or (2) the effective date of this Amendment.

6. The following language from Exhibit E of the Agreement shall be deleted:

   a. "Notice of Removal will be provided to the Account within ten (10) business days. Any additions to the Exhibit will be provided in future amendments to the Agreement."

7. All other terms and conditions of the Agreement not previously amended or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

INDEPENDENT HEALTH'S PHARMACY BENEFIT DIMENSIONS, LLC

By: _____

Name: _____

Date: _____

Title: _____

TOWN OF AMHERST

By: _____

Name: _____

Date: _____

Title: _____

EXHIBIT A

Attachment: SUSPENSION attach HR Pharm Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1245 : Pharmacy Benefit

PHARMACY ADMINISTRATIVE SERVICES PRICING FEE SCHEDULE

TOWN OF AMHERST

Category – Discounts and Dispensing Fees	YEAR 1	YEAR 2
Retail Pharmacy Network -		
Administrative fee per claim**		
Guaranteed Dispensing fee per Rx		
A. Retail Brand	$0.90	$0.90
B. Retail Brand 84 Days of Supply or greater	$0.00	$0.00
C. Retail Generic *	$0.90	$0.90
D. Generic 84 Days of Supply or greater*	$0.00	$0.00
E. Compounded drugs	$7.00	$7.00
F. OTC	$0.90	$0.90
Discount Guarantee (% off posted Medispan AWP of actual package size dispensed)		
A. Brand medications	17.50%	17.50%
B. Brand 84 days of Supply or greater	21.00%	21.00%
C. Generic Rate *	87.00%	87.25%
D. Generic 84 Days of Supply or greater*	88.25%	88.50%
E. Compounded drugs	17.50%	17.50%
F. OTC	17.50%	17.50%

Attachment: SUSPENSION attach HR Pharm Town of Amherst-PBD ASA Amendment 1.1.2023 20221212 (RES-2022-1245 : Pharmacy Benefit

Category – Discounts and Dispensing Fees	YEAR 1	YEAR 2
Mail Order (Claims>= 84 Day supply)		
Administrative fee per claim** - Mail Order		
Guaranteed Dispensing fee per Rx	$0.00	$0.00
A. Brand	$0.00	$0.00
B. Generic	$0.00	$0.00
C. Compounded drugs	$0.00	$0.00
D. OTC	$0.00	$0.00
E. Specialty	$0.00	$0.00
Discount Guarantee (% off posted Medispan AWP of actual package size dispensed)		
A. Brand medications - (guaranteed discount)	26.50%	26.50%
B. Generic - (guaranteed discount) *	88.50%	88.75%
C. Compounded drugs - (guaranteed discount)	26.50%	26.50%
D. OTC (guaranteed discount)	26.50%	26.50%
E. Specialty Brand - (guaranteed discount)	17.25%	17.25%
F. Specialty Generic - (guaranteed discount)	30.00%	30.00%

Category - Rebates	YEAR 1	YEAR 2
Minimum Guaranteed Rebate for each Brand Retail	$200	$205
Minimum Guaranteed Rebate for each Brand Retail Rx 84 Day Supply or greater	$410	$420
Minimum Guaranteed Rebate for each Mail Brand Rx	$410	$420
Minimum Guaranteed Rebate for each Specialty Brand Rx	$1725	$1750
Total percentage of Eligible Rebates passed to the client	100%	

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Other Services and Fees	
Subrogation Claim Processing	Included
1st Level Appeals Management	$1.50 PEPM
2nd Level Appeals Management	See Exhibit D
External Appeal Management	See Exhibit D
Standard Formulary Management	Included
New Member Welcome Kits * Initial new member kits included in administrative fees.	$2.50 per kit plus applicable mailing costs
Eligibility Verification or Manual Application Entry	Included
ID Cards- Initial ID Cards included in administrative fees.	$1.85 per card plus applicable mailing costs thereafter
Summary Plan Description	$1,500 (upon request)
Summary Plan Description Modifications via Amendment	$150/Hour
Reports: Management Reports including Specialty Pharmacy	Standard management reports included in base administrative fee. Customized reports are quoted upon request
Electronic Access to Reporting	Included
Member Education Mailings & Self-Funded EOBs	Cost plus 10%
Paper Claims Processing	$2.75 per claim
Clinical Management Programs - Step Therapy - Prior Authorization	Standard management programs included in base administrative fee. Customized programs are quoted upon request
Concurrent and Retrospective Reviews	Included
Banking Arrangement Setup	Included
Creditable Coverage Determination	$2,000/Year (upon request)
Creditable Coverage Letters	$10/Letter
Formulary Booklets for Members	Cost plus 10%
Language or Literacy Translation of Documents	Cost plus 10%
Specialty Copay Assistance Program	Quoted upon request
Retro-Eligibility Claims Recovery	10% retained by PBD for administrative expense
Pharmacy Claims Audits	10% retained by PBD for administrative expense
Pharmacy Network Administration	Standard PBD Network is included in base administrative fee. Customized network is quoted upon request
Pharmacy Help Desk and Standard Toll-Free Number for Pharmacist	Included
Shared Pharmacy/Medical Benefit Administration Including but not limited to set-up and file transfers	Quoted upon request
Fraud, Waste and Abuse Program	Included

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*All single-source and multiple source generic products are to be included in the generic guarantee measurement.

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2. AWP discount guarantees MUST be measured and reconciled annually on a component (brand, generic, retail, mail order, and specialty pharmacy claims) basis only.

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