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, February 13, 2023 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Karen Greenspan

II. INVOCATION

Councilmember Berger

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on February 13, 2023 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Deborah Bruch Bucki	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Shawn Lavin	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Vianne Uthman	Town of Amherst	Deputy Town Clerk	Present	
Martin A. Polowy	Town of Amherst	Town Attorney	Present	
Patrick G. Lucey	Town of Amherst	Highway Superintendent	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Emily Murphy	Town of Amherst	Assessor	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	

V. MINUTES APPROVAL

1. Tuesday, January 17, 2023

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

2. Monday, January 30, 2023

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2023-128

Local Law Amending Chapter 175 - Taxation

Public hearing with respect to a Local Law Amending Chapter 175 - Taxation

2/13/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:04 PM.

Emily Murphy, Town Assessor, presented.

John Buttino of Eggertsville Hose Co. and Steve DiPasquale of North Amherst Fire Department spoke in support.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was closed at 7:10 PM.

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

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

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2023-79

SEQR Determination 1720, 1740 and 1760 Maple Road

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 1720, 1740 and 1760 Maple Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember 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, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

2. Resolution 2022-1172

Adoption of Local Law to Amend the Zoning Map 1720, 1740 & 1760 Maple Road (Z-2022-08)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of November 17, 2022 that the proposed Deep Corridor 5 District (DC-5) zoning at 1720, 1740 and 1760 Maple Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

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. Such design shall be reviewed by the Design Advisory Board.

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.

4. That accessory drive-thru facilities be prohibited.

5. That cannabis dispensaries and cannabis consumption cafes be prohibited.

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.

2/13/2023

A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and approved 4-1 (nay, Bucki).

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

3. Resolution 2023-129

SEQR Determination (4150,4200,4224,4228 Part of 4252 Ridge Lea Road, Part of SBL 54.02-1-51, 256, 270, 280 and 306 Meyer Road)

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 4150,4200,4224,4228 Part of 4252 Ridge Lea Road, Part of SBL 54.02-1-51, 256, 270, 280 and 306 Meyer Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2023-76

Adoption of Local Law to Amend the Zoning Map (4150,4200,4224,4228 and Part of 4252 Ridge Lea Road, Part of SBL 54.02-1-51 and 256, 270, 280 and 306 Meyer Road, Z-2022-11)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104,

as amended, that the requirements of SEQR are complete, 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 November 17, 2022 that the proposed SC- Shopping Center zoning at 4150,4200,4224, 4228 and Part of 4252 Ridge Lea Road, Part of SBL 54.02-1-51 and 256, 270, 280 and 306 Meyer Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map from CTR-5 and CTR-8 to SC- Shopping Center subject to the following condition:

1. Romney, North Bailey and Ridge Lea be rebuilt to accommodate traffic and safe pedestrian movements, in accordance with the mitigation plan established in the EIS adopted in 2020.

1/17/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:19 PM.

Dan Ulatowski, Assistant Planning Director, presented.

The following speakers spoke in opposition:
Gerri DiCosmo, 378 Meyer Rd.
Jane Cox, 4584 Harlem Rd.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the February 13th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:47 PM.

2/13/2023
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2023-130

SEQR Determination Z-2022-07, 4110-4120 Sheridan Drive

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 4110-4120 Sheridan Drive and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and approved via Roll Call vote 4-1 (nay, Bucki).

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

6. Resolution 2023-131

Adoption of Local Law to Amend the Zoning Map Z-2022-07, 4110-4120 Sheridan Drive (Portion)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of November 17, 2022 that the proposed Deep Corridor 5 District zoning at 4110- 4120 Sheridan Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

1. Maintenance of a 100-foot-wide green-space buffer along the entire northerly line of the property, including the retention of existing woods (the "***Permanent Open Space***").

2. During the site plan review process for the future development of 4110-4120 Sheridan Drive, the Petitioner in collaboration with the Town's Landscape Architect shall evaluate provision of additional evergreen trees within the southernmost

portion of the Permanent Open Space for the purpose of providing additional screening for the benefit of homeowners on Park Forest Drive.

3. Prior to the commencement of any construction activities on 4110-4120 Sheridan Drive, the Petitioner shall install a temporary construction fence along the southern boundary of the Permanent Open Space to ensure that construction activities in furtherance of the development of 4110-4120 Sheridan Drive shall not result in any disturbance to the Permanent Open Space.

4. The Petitioner consents to the Town Board amending the zoning classification of the 100 ft. of Permanent Open Space from General Business District ("GB") to Recreation Conservation District ("RC").

5. No building foundation will be constructed closer than 175 feet to the northerly property line, nor will any building foundation be constructed closer than 50 feet from the eastern property line. If the maximum height of any office building to be constructed on the parcel at 4110-4120 Sheridan Drive exceeds 48 ft., then the minimum required building setback from the northerly property line shall be increased from 175 feet to 225 feet.

6. Any buildings to be constructed on the parcel at 4110-4120 Sheridan Drive shall have a maximum height of 65 feet, including the stair and utility towers.

7. Any light standards to be installed within 50 ft. of the southern boundary of the 100 ft. of Permanent Open Space shall have a maximum height of 15 ft. Parking lot lighting to be installed on the parcel at 4110-4120 Sheridan Drive shall be properly shielded so as to deflect light away from residential uses to the north and east of the parcel at 4110-4120 Sheridan Drive. The maximum allowed illumination level as measured at the southern boundary of the 100 ft. of Permanent Open Space shall be 0.2 footcandles. The Petitioner shall submit a Photometric Plan during the Site Plan Application review process for the development of 4110-4120 Sheridan Drive demonstrating compliance with the above lighting requirements.

8. Hotel construction will be located along the westerly property line and will be set back a minimum of 330 feet from the said northerly property line.

9. The height of the hotel shall be restricted to a maximum overall height of 55 feet including the stair and utility towers.

2/13/2023

Supervisor Kulpa made a motion to approve, seconded by Councilmember 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, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

7. Resolution 2023-132

Adoption of Local Law to Amend the Zoning Map Z-1996-32A, 4110-4120 Sheridan Drive (Portion)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of November 17, 2022 that the proposed modification of a Declaration of Restrictions for 4110- 4120 Sheridan Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the previous conditions of a zoning action subject to the following conditions as recommended by the Planning Board;

1. Maintenance of a 100-foot-wide green-space buffer along the entire northerly line of the property, including the retention of existing woods (the "***Permanent Open Space***").

2. During the site plan review process for the future development of 4110-4120 Sheridan Drive, the Petitioner in collaboration with the Town's Landscape Architect shall evaluate providing additional evergreen trees within the southernmost portion of the Permanent Open Space for the purpose of providing additional screening for the benefit of homeowners on Park Forest Drive.

3. Prior to the commencement of any construction activities on 4110-4120 Sheridan Drive, the Petitioner shall install a temporary construction fence along the southern boundary of the Permanent Open Space to ensure that construction activities in furtherance of the development of 4110-4120 Sheridan Drive shall not result in any disturbance to the Permanent Open Space.

4. The Petitioners consents to the Town Board amending the zoning classification of the 100 ft. of Permanent Open Space from General Business District ("GB") to Recreation Conservation District ("RC").

5. No building foundation will be constructed closer than 175 feet to the northerly property line, nor will any building foundation be constructed closer than 50 feet from the eastern property line. If the maximum height of any office building to be constructed on the parcel at 4110-4120 Sheridan Drive exceeds 48 ft., then the minimum required building setback from the northerly property line shall be increased from 175 feet to 225 feet.

6. Any buildings to be constructed on the parcel at 4110-4120 Sheridan Drive shall have a maximum height of 65 feet, including the stair and utility towers.

7. Any light standards to be installed within 50 ft. of the southern boundary of the 100 ft. of Permanent Open Space shall have a maximum height of 15 ft. Parking lot lighting to be installed on the parcel at 4110-4120 Sheridan Drive shall be properly shielded so as to deflect light away from residential uses to the north and east of the

parcel at 4110-4120 Sheridan Drive. The maximum allowed illumination level as measured at the southern boundary of the 100 ft. of Permanent Open Space shall be 0.2 footcandles. The Petitioner shall submit a Photometric Plan during the Site Plan Application review process for the development of 4110-4120 Sheridan Drive demonstrating compliance with the above lighting requirements.

8. Hotel construction will be located along the westerly property line and will be set back a minimum of 330 feet from the said northerly property line.

9. The height of the hotel shall be restricted to a maximum overall height of 55 feet including the stair and utility towers.

2/13/2023
Supervisor Kulpa made a motion to approve, seconded by Councilmember 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, Councilmember
AYES:	Kulpa, Berger, Lavin, Szukala
NAYS:	Bucki

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities (6)

3. Amherst Community Diversity Commission (4)

4. Amherst Conservation Advisory Council (5)

5. Amherst Government Financial Advisory Board

Membership is full.

6. Amherst Industrial Development Agency

Membership is full.

7. Amherst Veterans Committee (3)

8. **Arts & Culture in Public Places Board**

9. **Board of Assessment Review**
   Membership is full.

10. **Board of Electrician Examiners**
    Membership is full.

11. **Board of Ethics**
    Membership is full.

12. **Board of Plumbing and Drainage Examiners**
    Membership is full.

13. **Design Advisory Board**

14. **Employee Suggestion Program Merit Award Board**
    Membership is full.

15. **Employee Suggestion Review Committee**

16. **Energy Conservation Citizens Advisory Committee (3)**

17. **Freedom of Information Law (FOIL) Board**

18. **Glen Park Joint Board**

19. **Historic Preservation Commission**
    Membership is full.

20. **Information Technology Advisory Committee (1)**

21. **Library Board of Trustees**
    Membership is full.

22. **Minority / Woman Owned Business (4)**

23. **Open Government Advisory Board (4)**

24. **Planning Board**
    Membership is full.

25. **Recreation Commission (1)**

26. **Recycling and Waste Committee (3)**

27. Senior Services Advisory Board (2)

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

X. PUBLIC EXPRESSION

This is an opportunity for residents to 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 Berger and unanimously approved 5-0. Public Expression was opened at 7:10 PM.

The following speakers addressed the Town Board:
Chris Stone, 550 N. Ellicott Creek Rd - Essex Woods project
Tom Frank, 5403 Main St. - LWRP
David Saia, 70 Hamlin Sq. - Resolution 2022-1172

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was closed at 7:21 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2023-133

Authorized Contract W/ Bolton St. Johns - CRS #3858

Please authorize Supervisor to sign the attached contract with Bolton St. Johns pending successful completion of contract routing system.

2/13/2023
Consent

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

B. DEPUTY SUPERVISOR BUCKI:

1. Resolution 2023-134

Appointment to Senior Services Advisory Board

WHEREAS the purpose of the Amherst Senior Center Advisory Board is to support the Mission of the Town of Amherst Department of Senior Services; to advocate for services to support older adults and caregivers and appropriate funding for current and future programming; to foster communication between the Town and the community regarding issues, trends, and public policy affecting older adults; to support and sponsor appropriate program development; and to advise and consult with the Amherst Town Board regarding issues related to senior citizens; and

WHEREAS, the Amherst Senior Center Advisory Board meets five (5) times a year; and

WHEREAS, the Amherst Senior Center Advisory Board shall consist of twelve (12) appointed members; each appointed by a majority of the Amherst Town Board, who shall serve a term or two (2) years and may be appointed for two (2) additional two (2) year terms; and

WHEREAS, the Amherst Senior Center Advisory Board currently has a Board of five (5) members, who shall continue to serve until their term of appointment expires, as follows:

James W. Bardot, Chair, term expires 12/31/2024
Aaron Carlson, member, term expires 12/31/2023
Rhonda Frederick, member, term expires 12/31/2023
Jordana Maisel, member, term expires 12/31/2024
Jay Smith, member, term expires 12/31/2023; and

WHEREAS, the Chairperson is appointed by the Director of Senior Services; and

WHEREAS, James W. Bardot has been selected by the Director of Senior Services, to serve as Senior Center Advisory Board Chairperson for the term to expire 12/31/2024; and

WHEREAS, in addition to appointed members, the following individuals shall serve in ex-officio capacity:

The Honorable Deborah Bruch Bucki, PhD, RN, Liaison to Senior Services
Melissa Abel, Executive Director, Town of Amherst Senior Services
Mary-Diana Pouli, Executive Director, Town of Amherst Youth & Recreation
Assistant Police Chief Michael Camilleri

Dal Giuliani, Executive Director, Amherst Generations Foundation
Ms. Del Szczesniak, President, Senior Center Representatives Council; and

WHEREAS, Dr. Julie Whitbeck-Lewinski has expressed interest in serving on the Senior Services Advisory Board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Julie Whitbeck-Lewinski to serve on the Senior Center Advisory Board for the term to expire December 31, 2024.

2/13/2023
Consent

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

C. COUNCILMEMBER BERGER:

1. Resolution 2023-135

Fire Inspector Vehicle Replacements

WHEREAS, the Amherst Fire Safety Division is in need of replacing two stock vehicles; 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 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, two stock vehicles, plus equipment, that is customized to the Town's specifications 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.

2/13/2023
Consent

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

D. COUNCILMEMBER LAVIN:

1. Resolution 2023-136

Fee Waiver - Skate with a Cop

WHEREAS, the Town of Amherst Police Department practices community policing, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime, and

WHEREAS, the APD often partners with the Town of Amherst Youth & Recreation Department to host community policing events, and

WHEREAS, the APD and the Youth & Recreation Department hosted a successful "Skate with a Cop" community policing event at the Northtown Center at Amherst in 2022, and

WHEREAS, the APD desires to hold this event again, at no cost to participants, and

WHEREAS, the Youth & Recreation Department does not have the authority to waive fees for this event, estimated to be approximately $1,000.00, but supports the APD in this endeavor,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board waives admission fees at the Northtown Center at Amherst for the 2023 "Skate with a Cop" event on February 18, 2023.

2/13/2023
Consent

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

E. COUNCILMEMBER SZUKALA:

1. Resolution 2023-137

Recycling & Waste Committee Appointments

WHEREAS, the purpose of the Amherst Recycling & Waste Committee (R&W) is to advise the Amherst Town Board on all aspects of municipal solid waste affecting the Town and to monitor, make recommendations regarding the Town's activities relating to environmental issues which affect or impact the residents; and

WHEREAS, to also investigate methods of recycling, waste stream reduction, household hazardous waste collection and consider new technologies for handling municipal solid waste; and

WHEREAS, the Recycling & Waste Committee meets monthly to review and advise the Town Board accordingly; and

WHEREAS, the Recycling & Waste Committee consists of a maximum of twelve (12) members appointed by the Town Board majority to serve a three (3) year term; and

WHEREAS, members' terms will expire on a staggered schedule to maintain consistency on the board with information and history shared as needed; and

WHEREAS, the R&W currently has a Board of seven (7) members, who shall continue to serve until their term of appointment expires, as follows:

Diane Anderson, Member (M), term expires 12/31/2024
Sashti Balasundaram, Member, term expires 12/31/2023
Judy Hendee, (M), term expires 12/31/2025
Don Kuhn (M), term expires 12/31/2024
Eustace Mendez (M), term expires 12/31/2023
Jean Neff (M), term expires 12/31/2024
John Szalasny (M), term expires 12/31/2025; and

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

WHEREAS, as Superintendent of Highway, Pat Lucey will serve in the capacity of a resource person (O) to the Committee till his term has concluded; and

WHEREAS, John Hannon has served on the Recycling & Waste Committee and has expressed interest in serving another three-year term; and

WHEREAS, Megan Reddish has attended Recycling & Waste Committee meetings and has also expressed interest in serving a three-year term.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints John Hannon to the Amherst Recycling & Waste Committee, for a term to conclude on December 31, 2025; and

BE IT FURTHER RESOLVED that the Amherst Town Board appoints Megan Reddish to the Amherst Recycling & Waste Committee, for a term to conclude on December 31, 2025.

2/13/2023
Consent

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

2. Resolution 2023-138

Set Public Hearing Date – Village Pointe Lane

Please schedule a public hearing on April 17, 2023 to install parking restrictions along Village Pointe Lane:

"Parking is hereby restricted on the east and north sides of Village Pointe Lane between Essjay Road and the east property line of 215 Village Pointe Lane for a total distance of 860 centerline feet."

and,

"Parking is hereby restricted on the west and south sides of Village Pointe Lane along the outside curve between the north property line of 216 Village Pointe Lane to the east property line of 215 Village Pointe Lane for a total distance of 380 centerline feet."

and,

"Parking is hereby restricted on the west side of Village Pointe Lane for a distance of 100 feet south starting at Essjay Road."

2/13/2023
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2023-139

Royal Park Improvements (Bond Resolution - $7,160,000)

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Royal Park Improvements**
2023-2028 C.I.P. - Project No. YR-2A
Bond Resolution - $7,160,000

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

(1) Adopt the attached SEQR Negative Declaration - Notice of Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $7,160,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item - February 13, 2023)
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*)
Brian J. Armstrong, EIT, Engineering Services Administrator (*w/attachments*)
Mary Diana Pouli, Director of Youth and Recreation (*w/attachments*)
Eric Guzdek, Recreation Specialist (*w/attachments*)

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2023-140

Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M)

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 6, 2023**

RE: **Purchase and Reconstruction of 30 S. Cayuga**
2023-2028 C.I.P. - Project No. F-16
Bond Resolution - $1.5M

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

(1) Adopt the attached SEQR Negative Declaration - Notice of Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $1,500,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item - February 13, 2023)
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*)
Daniel J. Rizzo, Director of Facilities (*w/attachments*)
Anne Dafchik, AIA, NCARB (*w/attachments*)

2/13/2023

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

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

3. Resolution 2023-141

Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond Resolution - $1.5M)

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Miscellaneous Sanitary Sewer Relining, Manhole Rehabilitation and Miscellaneous Sanitary Repairs (Consolidated Sanitary Sewer District) 2023 C.I.P. - Project No. E-4**
Order Calling Public Hearing - $1.5M

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on March 6, 2023 at 7:00 p.m.

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 - February 13, 2023**)
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*)
Vaishali Reberholt, PE, Assistant Municipal Engineer (*w/attachments*)

2/13/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

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

4. Resolution 2023-142

Adjustment of Ad Valorem Allocation for Consolidated Water District Charges

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2022**

RE: **Resolution Adjusting Ad Valorem Allocation For Consolidated Water District Charges**

WHEREAS, the enabling legislation from the State of New York, New York State Town Law Section 202(2) and 202(4) grant the Town authority to expense the cost of a water district improvement through various methodologies, including local ad valorem assessments, to achieve a fair and equitable allocation of costs; and

WHEREAS, in 1985, the Town established a Water District and an ad valorem taxation method to support the costs of the Water District which have not been adjusted in Thirty-Eight (38) years; and

WHEREAS, property owners residing the Agricultural District of the Town of Amherst have identified their respective water district ad valorem taxes were potentially disproportionate in tax years 2021-22 and 2022-23 when compared to the benefit the water quality district provides to other property owners in the Town; and

WHEREAS, the ad valorem Water District taxes are made up of a frontage charge, an assessed valuation charge, and an area charge with the current allocations of these charges being 50% frontage, 25% assessed valuation, and 25% area; and

WHEREAS, the potentially disproportionate water district ad valorem taxes described above will be made equitable to all property owners in the Town by adjusting the allocations; and

WHEREAS, the Town has an interest in ensuring farmlands in the Agricultural District are protected and not the subject of potentially disproportionate ad valorem taxes due to the size of the property as opposed to the benefit actually received;

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Amherst wishes to adjust the allocations of the ad valorem Water District taxes to address the potentially disproportionate burden on property owners in the Agricultural District; and

BE IT FURTHER RESOLVED, that the Town Assessor will calculate the ad valorem Water District taxes as 50% frontage, 37.5% assessed valuation, and 12.5% area, for all property owners in the Town of Amherst for the 2022-23 tax year (taxable status date March 1, 2023).

Thank you.

SAA:nmb
c: Tim Koller, Deputy Town Clerk (Agenda Item - February 13, 2023)
Emily Murphy, Assessor

2/13/2023
Consent

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

5. Resolution 2023-143

Lease of Farmland - 1040 Tonawanda Creek Road (DeVantier) (CRS #3838)

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 6, 2022**

RE: **Lease of 1040 Tonawanda Creek Road**
Melvin De Vantier and Gail R. De Vantier
Adopt Resolution Approving Lease Subject
To Permissive Referendum (CRS #3838)

Mr. and Mrs. DeVantier are requesting renewal of the attached lease for the 2023 calendar year for the above property. They have sent a check in the amount of $800.00 in consideration of this request. Once the lease is approved, the check will be forwarded to Daryl C. Bramer, Town Comptroller.

Therefore, kindly adopt the following resolution:

RESOLVED, the Town Board authorizes the Supervisor to execute the attached lease subject to permissive referendum subject to successful completion of the Contract Routing Process.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Daryl C. Bramer, Town Comptroller (*w/attachment)*
Lynda Juul, Director of Finance (*w/attachment)*

2/13/2023
Consent

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

6. Resolution 2023-144

Settlement of Article 7 Matter - MCGMKL1, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
MCGMKL1, 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

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

7. Resolution 2023-145

Settlement of Article 7 Matter - Hein 2350 North Forest Road, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Hein 2350 North Forest Road, 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

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

8. Resolution 2023-146

Settlement of Article 7 Matter - Northwoods, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Northwoods, 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

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

9. Resolution 2023-147

Settlement of Article 7 Matter - 380 Hartford Road, Inc. V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
380 Hartford Road, 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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

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

10. Resolution 2023-148

Settlement of Article 7 Matter - Bridgestone Retail Operations, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Bridgestone Retail Operations, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

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

11. Resolution 2023-149

Settlement of Article 7 Matter - Avalon Meadows Condominium V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Avalon Meadows Condominium 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

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

12. Resolution 2023-150

Settlement of Article 7 Matter - 425 Centerpointe V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
425 Centerpointe Corporate Park, LLC; the Ciminelli Network, LP v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Partial Stipulation of Settlement and Judicial Order; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Partial Stipulation of Settlement and Judicial Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

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

13. Resolution 2023-151

Settlement of Article 7 Matter - 470 Aurora Street, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
470 Aurora Street, 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 Judgment; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the

attached Consent Order and Judgment as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

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

14. Resolution 2023-152

Settlement of Article 7 Matter - Heathwood Properties, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Heathwood Properties, 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : FEBRUARY 13TH, 2023**)

Emily Murphy, Town Assessor

2/13/2023
Consent

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

B. TOWN CLERK:

1. Resolution 2023-153

InStream Dba Biel's Microfilm Storage Contract CRS #3811

Please authorize the Supervisor to sign the Annual Microfilm Storage Contract with Instream dba Biel's. This agreement is valid from 1/1/2023-12/31/2023.

2/13/2023
Consent

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

2. Resolution 2023-154

New Firefighters for East Amherst Fire Department

New firefighters for the East Amherst Fire Department. Zachary Day lives in the Town of Amherst and works in the fire district, Jacqueline Connelly lives in the Town of Clarence and resides in the fire district and James Lombardo lives in the Town of Amherst and resides within the fire district.

Zachary Day
457 Sagewood Terr
Williamsville, NY 14221

James Lombardo
18 Mapleleaf Dr

Williamsville, NY 14221

Jacqueline Connelly
8165 Floss Ln
East Amherst, NY 14051

2/13/2023
Consent

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

3. Resolution 2023-155

New Firefighters for Getzville Fire Company

New firefighters for the Getzville Fire Company live in the Town of Amherst and reside within the Getzville Fire district.

Timothy Birke
28 Countryside Ln
Williamsville, NY 14221

Sophia Qui
1525 Amherst Manor Dr, Apt 708
Williamsville, NY 14221

2/13/2023
Consent

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

4. Resolution 2023-156

New Firefighters for Main-Transit Fire Department

New firefighters for Main-Transit Fire Department. William Carosella lives in the Town of Amherst and resides in the fire district. Douglas Miller lives in the Town of Clarence and

works in the fire district.

William Carosella
150 Chaumont Dr
Williamsville, NY 14221

Douglas Miller
5220 Fox Trace
Williamsville, NY 14221

2/13/2023
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2023-157

2023 CIP Amendment

Please approve the attached CIP amendment for project F-16. Which moves the allocated budget from 2026 to 2023.

2/13/2023
Consent

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

2. Resolution 2023-158

Piggyback on Erie County Contract for Door Repairs CRS #3845

Subject to completion of CRS routing, please authorize the Supervisor to sign for door repairs between Willett Builders, Inc, 180 Genesee St. Corfu, NY 14036 and Town of Amherst.

2/13/2023
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2023-159

Budget Transfers and Amendments

For February 13, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 2/8/2023
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 - 2023

FROM:	***TO:***
A8020.2600 Planning - Other Equipment $10,000	A8020.1000 Personal Services $9,290.00 A8020.8030 FICA $710.00
To transfer funds for seasonal hire.	
A1420.4090 Town Attorney - Professional Svcs. $100,000 A1990.4000 Contingency $50,000.00	A1420.1000 Personal Services $131,249.65 A1420.8030 $10,040.60 A1420.8050 Health Ins. $8,297.95 A1420.8051 Dental $370.00 A1420.8052 Vision $41.80
To transfer funds for new hire and budget changes.	
A1990.4000 Contingency $21,530.00	A8020.1000 Personal Services $20,000.00 A8020.8030 FICA $1,530.00
To transfers funds from contingency into Planning for Urban Renewal.	
A1950.4190 Taxes on Town Property $3,242.09 *To clean up budget for taxes on town properties.*	A7253.4600 Ice Rink Property Taxes $3,242.09
N2063.4000 CDBG Mortgage Assist $10,000.00 *Requested per department.*	N2060.4000 CDBG Rental Assist $10,000.00

A3310.4331 Traffic Control - Road Striping $9,000 A3310.2550 Other Specialized Equipment $9,000
To transfer funds for purchase of Road paint sprayer.

BUDGET AMENDMENTS - 2023

INCREASE: ***INCREASE:***

N2223.02785 CDBG & Vg. - PI $50.00 N2223.4000 Contractual $50.00
To recognize Community Development program income from 299 Harding, Amherst.

KP2226.04589 Federal Emergency AID $1,000,000 KP2226.4971 Design $1,000,000
To set up budget for Westside Interceptor Diversion Facility Design funded from ARPA funds.

2/13/2023
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2023-160

Award Bid #2023002 Sodium Hypochlorite CRS #3841

WHEREAS, the Contract Compliance and Administration Department received bids on January 26, 2023 for Bid #2023002 Sodium Hypochlorite; and

WHEREAS, the bid process resulted in responses from five (5) vendors, as per the attached bid tabulation form; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to JCI Jones, as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with JCI Jones; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing system due to the need for product and the fact that the current vendor will not hold pricing.

2/13/2023
Consent

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

2. Resolution 2023-161

Award Bid #2023001 Building Department Trucks CRS #3850

WHEREAS, the Contract Compliance and Administration Department received bids on February 2, 2023 for Bid #2023001 Building Department Trucks; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Transitowne of West Seneca; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Building Department to trade in the vehicles listed in the table below:

Car #	Year	VIN	Make/Model	Color	Mileage	**Trade Amt.**
BD-115	2018	1FMCU9GDXJUC29628	FORD ESCAPE	Dk. Gray	19,080	$15,500.00
BD-202	2019	1C6RR7FGXKS541131	Dodge Ram 1500 Red	24,087	$21,000.00	
						$36,500.00

BE IT FURTHER RESOLVED, the Town Board authorizes an insurance waiver as the vendor will not be coming on Town property; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with the above referenced vendor; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing process due to the need to order the vehicles with the vendor as soon as possible.

2/13/2023
Consent

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

H. COURT:

1. Resolution 2023-162

Amherst Town Justice K Buscaglia to Attend Association of Towns

Amherst Town Justice to attend Association of Towns 2023 and Annual Meeting in New York City from 2/19/23 to 2/22/23 at a cost of $2158.75.

2/13/2023
Consent

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

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

1. Resolution 2023-163

Firefighter Cancer Benefit Program 2023 CRS #3857

WHEREAS, the New York State Legislature mandated cancer coverage for volunteer firefighters effective January 1, 2019,

WHEREAS, the Amherst Town Board adopted on December 10, 2018 Resolution 2018-1292 approving basic mandated cancer coverage from The Hartford Life and Accident Insurance Company,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board approves the renewal of the Basic Cancer Coverage through The Hartford Life and Accident Insurance Company Policy Number 681360 administered by AIS Administrators, and payment of the total amount of $37,642.15 subject to successful completion of the CRS routing process.

2/13/2023
Consent

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

K. ENGINEERING SERVICES:

1. Resolution 2023-164

Smart Signal Implementation Phase II - Change Order No. 1 Northeast Signal, Inc. CRS No. 3856

We are requesting the Town Board to approve the above referenced Change Order No. 1, which calls for a $107,760.00 increase in the contract amount utilizing alternate bid itemized costs submitted within the 9/8/22 public bid. This Change Order is necessary to purchase spare equipment as part of the project to assure the Town's Highway Department has the sufficient materials on hand to maintain the Town's Smart Signals. After this adjustment, the final cost of this contract will total $783,635.67.

May we please have approval for Change Order No. 1 for an increase in the contract price? This change order increase of $107,760.00 is available from account KP2233-4972. This request is pending successful completion of the contract review process. Thank you for considering this request.

2/13/2023
Consent

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

2. Resolution 2023-165

Wetland Walkover - Earth Dimensions 300 Maple Road - ACC Softball Fields CRS #2780

The Engineering Dept. obtained approval for a professional services task order from Earth Dimensions, Inc. to provide a wetland walkover for 300 Maple Road (CRS #2780).

We are requesting approval to use account T2107-4001 for the professional services performed by Earth Dimensions, Inc. in the amount of $805.00. Town Board approval is required for all T- fund expenditures.

Thank you for considering this request.

2/13/2023
Consent

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

L. FINANCE:

1. Resolution 2023-166

Approve Travel to 2023 NY Government Finance Officers' Association Annual Conference

Please approve travel to the 2023 NYS Government Finance Officers' Association Annual Conference for Lynda L. Juul, Director of Finance, for a total estimated cost not to exceed $1,116.83. The training offered at this conference is not available locally. Funds are available in the Director of Finance's budget for 2023.

2/13/2023
Consent

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

M. HIGHWAY

1. Resolution 2023-167

Electronics Recycling Agreement with SUNNKING INC CRS #3819

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Town Supervisor to sign a two (2) year Recycling Service Agreement between SUNNKING INC and the Town of Amherst for collection site electronics recycling services agreement effective January 1, 2023 through December 31, 2024.

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign and enter into such contract. This contract is subject to the Contract Routing System (CRS #3819) and the approval of the Town Attorney.

2/13/2023
Consent

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

2. Resolution 2023-168

Approval to Spend Funds - Veterans Memorial - 2023

The Veterans Memorial Fountain is in need of various maintenance and repairs to the filtration system, i.e. to include: various filter replacement and repair, pumps, chlorine, etc.

We are respectfully requesting the authorization of spending up to $4,000.00 from the Trust Account T4017:4002 for the various supplies and repairs.

Thank you for your time and consideration.

2/13/2023
Consent

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

3. Resolution 2023-169

Contract - Infoquest Computer Solutions, Inc., CRS #3801

Please authorize the Town Supervisor to sign the contract between the Town of Amherst Highway Department and Infoquest Computer Solutions, Inc. The contract is for forty (40) hours of Access Software support and customization for the database for the Highway Resource Information System, Highway Trak.

The total is 40 hours times $105.00 per hour for a total of $4,200.00 with no expiration date.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #3801) and the approval of the Town Attorney.

Thank you for your consideration!

2/13/2023
Consent

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

4. Resolution 2023-170

Authorize Supervisor to Sign Contract to Piggyback-Jackson Welding & Gas Products CRS #3831

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the County of Erie - welding and lab gases per cubic foot and Demurrange/Rental charges, liquid cyclinder fees and Haz Mat fees with Jackson Welding and Lab Gas Products.

The Erie County and Jackson Welding and Lab Gas Products Company is Bid Reference 222425-004 for welding and lab gases, etc. Contract term is 1/1/2023 through 12/31/2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #3831) and the approval of the Town Attorney.

Thank you for your consideration!

2/13/2023
Consent

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

5. Resolution 2023-171

Authorize the Purchase of One (1) Graco Line Lazer 3900 Road Line Sprayer CRS #3848

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) Graco Line Lazer 3900 Road Line Sprayer from Sherwin Williams.

WHEREAS, bids were received from five (5) vendors per the attached Bid Tabulation form. The purchase is authorized from Sherwin-Williams, 2045 Niagara Falls Blvd. Amherst, NY 14228-3518 for their low bid of $8,949.00.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this purchase. This purchase is subject to the Contract Routing System (CRS #3848) and the approval of the Town Attorney.

2/13/2023
Consent

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

6. Resolution 2023-172

Tree Planting - Escrow Funds from Agency Account - 2023

Please approve authorization to spend up to $100,000.00 from the Agency Account AG 2022:0699 for the spring and fall 2023 season.

In addition, please approve authorization to spend $100,560.00 for PO# 22220689 dated 12/30/2022 for 173 various trees planted for new builds in 2022 from the Agency Account AG 2022-0699 to Scott Lawn Yard Inc.

Thank you for your time and consideration!

2/13/2023
Consent

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

7. Resolution 2023-173

Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #3837

Authorize the Supervisor to sign an agreement between the Town of Amherst, Highway Department and Davis-Ulmer Inc., One Commerce Drive, Amherst, NY 14228-2395.

Agreement includes fire sprinkler system inspection, monitoring, testing and minor repairs (time and material) for the period of 1-1-2023 through ~~12-31-2023~~ 5-31-2023.

> ~~Monthly fire system monitoring - $42.00 times 12 equals $504.00;~~
> ~~Quarterly sprinkler inspection and testing - 4 times $345.00 equals $1,380.00;~~
> ~~Annual alarm and antifreeze inspection - $690.00; and time and materials for minor repairs.~~

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign and enter into such contract. This contract is subject to the Contract Routing System (CRS #3837) and the approval of the Town Attorney.

2/13/2023
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

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

8. Resolution 2023-174

Pesticide Training for Certification and Recertification

Please approve two (2) Highway Department employees for attendance at the WTC specialized training for the New York State - Department Environmental Conservation

certifications and re-certifications.

Certification course is 30 hours for applicators, Category 3A, March 6, 2023 through March 9, 2023 for JAMES BENTLEY.

Recertification course is two (2) days for March 6, 2023 and March 7, 2023 for KELSEY HINTERBURGER.

Both training locations will be conducted at 561 Main Street, Suite #500, Tonawanda, NY 14150.

Thank you for your consideration of this request!

2/13/2023
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2023-175

Contract Extension:PMA Management Corp. (CRS #3806) (Original Contract (CMS #1280)

TO: **Town Board**

FROM: **Robert P. McCarthy, Esq., Director of Human Resources**

DATE: **February 6, 2023**

RE: **Contract Extension: PMA Management Corp. (CRS #3806)**
(Original Contract CMS #1280)
Workers Compensation 3rd Party Administration

RESOLVED, the Town Board authorizes the Supervisor to execute the attached agreement with PMA Management Corp. for third-party administration of the Town's Workers Compensation program.

Thank you.

RPM
Attachment

c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - February 13, 2023**)

2/13/2023
Consent

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

2. Resolution 2023-176

Recreation Attendant - PT/Youth & Recreation (2 Positions)

Recreation Attendant- PT/Youth & Recreation (2 Positions), Effective February 14, 2023, Temporary, $15.00 ph, Step 1 for Ann Maher and Izabella Czulada.

2/13/2023
Consent

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

3. Resolution 2023-177

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective February 14, 2023, Temporary, $15.30 ph, Step 2 for Brenna Fitzpatrick.

2/13/2023
Consent

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

4. Resolution 2023-178

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective February 14, 2023, Temporary, $15.50 ph, Step 1 for Cheryl Carbonara.

2/13/2023
Consent

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

5. Resolution 2023-179

Working Crew Chief/Youth & Recreation

Please appoint a Working Crew Chief to the Youth & Recreation Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an hourly rate of $30.32, Step I for James Miles.

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

2/13/2023
Consent

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

6. Resolution 2023-180

Motor Equipment Operator/Engineering (3 Positions)

Please appoint three (3) Motor Equipment Operators to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an hourly rate of $21.31, Grade III, Step 1. for Colin Nelson, Jacob Bukowski and Daniel Thuman.

These are promotions for employees currently serving as Maintenance Worker.

2/13/2023
Consent

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

7. Resolution 2023-181

Senior Planner/Planning Department

Please appoint a Senior Planner to the Planning Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 14, 2023 at an annual salary of $69,097, Grade 16, Step E for Kimberly Amplement.

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

2/13/2023
Consent

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

8. Resolution 2023-182

Principal Clerk Typist/Town Clerk

Please appoint a Principal Clerk Typist to the Town Clerk's Office. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an annual salary of $46,326, Grade 7, Step E for Marie Hopkins.

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

2/13/2023
Consent

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

9. Resolution 2023-183

Maintenance Worker/Engineering Department

Please appoint a Maintenance Worker to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an hourly rate of $20.13, Grade II, Step A for Christian DiPasquale.

Please authorize a six (6) month residency waiver.

2/13/2023
Consent

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

10. Resolution 2023-184

Wastewater Treatment Plant Operator Trainee (3 Positions) Engineering/Plant #16

Please appoint a Wastewater Treatment Plant Operator Trainee (3 Positions) to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 14, 2023 at an hourly rate of $23.67, Grade IV,

Step 1 for Lucas VanDuzer, Kevin Kohut, Thomas Hutchinson and Daniel Berke.

2/13/2023
Consent

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

11. Resolution 2023-185

Public Safety Dispatcher/Police Department

Please appoint a Public Safety Dispatcher to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an annual salary of $49,206, Grade 13, Step A for James Zagarrio.

Replacing an employee who retired.

Please authorize a six (6) month residency waiver.

2/13/2023
Consent

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

12. Resolution 2023-186

Assistant Plumber/Engineering/Plant #16

Please appoint an Assistant Plumber to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 14, 2023 at an annual salary of $55,288, Grade 12, Step D for Ian Gasiewicz.

Replacing an employee who retired.

2/13/2023
Consent

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

13. Resolution 2023-187

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 17, 2023, at an hourly rate of 17.40, Step A for Terrence Kobus.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

2/13/2023
Consent

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

14. Resolution 2023-188

Public Safety Dispatcher-PT (2 Positions) Police Department

Please appoint two (2) Public Safety Dispatchers -PT to the Police Department, Effective February 14, 2023, Temporary, $19.50 ph, Step 1 for Nancy Niedermayer and Daniel Serwinowski.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned and an employee who passed away.

2/13/2023
Consent

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

15. Resolution 2023-189

Community Liaison-Legal/Attorney's Office

Please create and appoint a Community Liaison-Legal to the Attorney's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 6, 2023 at an annual salary of $125,014.92, Grade 1, Step K of the Exempt Non-Department Head Salary Schedule for Elizabeth Burakowski.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

2/13/2023
Consent

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

16. Resolution 2023-190

Wastewater Treatment Plant Operator Trainee/Engineering/Plant #16

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 14, 2023 at an hourly rate of $23.67, Grade IV, Step 1.

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2023-191

To Adopt the 2023 CDBG/HOME Annual Action Plan and to Authorize the Supervisor to Submit the Plan to HUD

WHEREAS, the Town has prepared an Action Plan delineating the use of CDBG and HOME funds for Fiscal Year 2023 to address housing and community development needs identified in the 2020 -2024 Five Year Consolidated Plan; and

WHEREAS, the Town has complied with HUD requirements to hold at least two public hearings, the first hearing was on October 17, 2022 and the second one on January 17, 2023 to inform citizens of the availability of CDBG and HOME funds for Program Year 2023. Now, therefore,

BE IT RESOLVED that the Amherst Town Board hereby adopts the 2023 CDBG/HOME Annual Action Plan for Community Development, and authorizes the Supervisor to act as official representative of the Town in submitting the Action Plan, all understandings and assurances contained therein, and authorizes him to act in connection with the submission of the Action Plan and to provide such additional information as may be required by the Department of Housing and Urban Development.

2/13/2023
Consent

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

2. Resolution 2023-192

To Authorize the Supervisor to Sign an Amended Agreement with Parachute Credit Counseling, Inc. CRS #3821

WHEREAS, the Town has budgeted Community Development Block Grant funds for financial education literacy services for youth in the Town; and

WHEREAS, the Town Board approved the agreement on October 17, 2022 for a maximum amount of $8,000 until March 31, 2023; and

WHEREAS, Parachute Credit Counseling asked to amend the cost of the workshop from $600 to $800 and to extend the contract time until December 31, 2023; and

WHEREAS, Planning Department staff recommends that the agreement be amended for these changes; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to satisfactory completion of the contract routing process, to enter into an amended agreement with Parachute Credit Counseling, Inc., attached hereto, and for an amount not to exceed $8,000.00 for the period of April 1, 2022 through December 31, 2023.

2/13/2023
Consent

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

3. Resolution 2023-193

Sidewalk Waiver Request, SWW-2022-04; Property Located at 281 Casey Road

Sidewalk Waiver Request, SWW-2022-04; Property Located at 281 Casey Road (SBL# 42.10-5-3). David & Suzanne Sawran, Petitioner.

The subject request has been reviewed by the Planning and Engineering Departments. Attached find the reviews from both departments which give their recommendations.

2/13/2023
Consent

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

4. Resolution 2023-194

Travel Request for FLBOA Educational Conference

Please approve the attendance of Jeffrey Klein to the Finger Lakes Building Officials Educational Conference from March 13-15, 2023. The cost is $390.00. Attached is the travel request. Thank you.

2/13/2023
Consent

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

Q. POLICE:

1. Resolution 2023-195

LexisNexis Coplogic Solutions, Inc. Law Enforcement Agreement for Department Crash/Accident Reports (CRS #3804)

TOWN BOARD AGENDA ITEM: FEBRUARY 13, 2023

TO: **Town Board**

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

RE: **LexisNexis Coplogic Solutions, Inc.**
Law Enforcement Agreement for Department Crash/Accident Reports (CRS #3804)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Agreement between the Town of Amherst and LexisNexis Coplogic Solutions, Inc., with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 13, 2023)**

2/13/2023
Consent

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

2. Resolution 2023-196

Travel & Training Request NYTOA Tactical Conference & Trade Show

TOWN BOARD AGENDA ITEM : FEBRUARY 13, 2023

TO: **Town Board**

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

RE: **Travel & Training Request**
NYTOA Tactical Conference & Trade Show

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled training course. This seminar is being held in Verona, New York from April 25, 2023 through April 28, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $3965.46.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 13, 2023)**

2/13/2023
Consent

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

3. Resolution 2023-197

Travel & Training Request Tactical Leadership Conference

TOWN BOARD AGENDA ITEM : FEBRUARY 13, 2023

TO: **Town Board**

FROM: Scott P. Chamberlin, Chief of Police

RE: Travel & Training Request
Tactical Leadership Conference

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled training course. This seminar is being held in Saratoga Springs, New York from March 1, 2023 through March 3, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $167.26.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 13, 2023)**

2/13/2023
Consent

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

4. Resolution 2023-198

Travel & Training Request National Police Bloodhound Association Seminar & Certification

TOWN BOARD AGENDA ITEM : FEBRUARY 13, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Travel & Training Request
National Police Bloodhound Association Seminar & Certification

Kindly adopt a Resolution authorizing one (1) K-9 Officer to attend the above entitled training course. This seminar is being held in McHenry, MD from April 21, 2023 through April 28, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $2270.33.

Thank you.

SPC:msl
Attachment

C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 13, 2023)**

2/13/2023
Consent

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

R. SENIOR SERVICES:

1. Resolution 2023-199

Class Instructor Richard A. Falkowski CRS 3793

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor Commitment Form between the Town of Amherst (Senior Services) and Richard A. Falkowski.

2/13/2023
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2023-200

2023-2028 CIP Amendment - Project E-5 Boulevard Central District Sanitary Sewer Improvements Westside Interceptor Diversion Facility

The Boulevard Central District Sanitary Sewer Improvements such as the Westside Interceptor Diversion Facility has been allocated funds in the amount of $1,000,000 within the 2023 Capital Improvement Program. In 2022, $1,000,000 of American Rescue Plan Act Funds were also allocated to the project. In order to accurately depict the funding available to successfully complete the design scope of the project a revision to the 2023 CIP is requested. This change is reflected below:

Project ID#	Project Title	Approved 2023 CIP Amount	Amended 2023 CIP Amount	Funding Source
E-5	Boulevard Central District Sanitary Sewer Improvements	$1,000,000	$1,000,000 $1,000,000	LG F/S
	TOTAL	**$1,000,000**	**$2,000,000**	

Please approve this amendment to the 2023 - 2028 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.

2/13/2023
Consent

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

2. Resolution 2023-201

Award of Bid - Sattler/Dellwood Park Stormwater Improvements Porous Pavement Parking Lot Louis Del Prince & Sons, Inc.

On June 23, 2022, three (3) bids were received for the above referenced project. The bid tabulation sheet is attached. At this time, we recommend award of the contract to Louis Del Prince & Sons Inc., 580 Cayuga Road, Cheektowaga, NY 14225, per their low base bid for a total contract amount of $ **169,300.00**.

The funds for this project are available from Bond Account KP 1935-4972

May we have your approval to award Louis Del Prince & Sons Inc., the above referenced contract?

Thank you for considering this request.

2/13/2023
Consent

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

3. Resolution 2023-202

Sattler/Dellwood Park Stormwater Improvements - Change Order No. 2 & Final 4th Generation Construction Inc. CRS No. 3849

We are requesting the Town Board to approve the above referenced Change Order, which calls for a $23,365.97 increase in the contract price. This Change Order will cover the costs of final quantity adjustments and conflicts encountered with underground utilities. Including this adjustment, the cost of this contract will total $1,046,770.41.

The funds for the change order are available from the following Bond Accounts:

KP1935-4972 -$7,759.49
KP1946-4972 $31,125.44

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

2/13/2023
Consent

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

4. Resolution 2023-203

Payment Authorization - Shrier Martin Process Equipment, Inc. CRS #3450

The Engineering Department - Water Pollution Control Facility is requesting that the Town Board authorize payment to Shrier Martin Process Equipment, Invoice 50862. Although the WPCF routed and obtained Town Board approval for the anticipated parts required to complete this rebuild, it was determined that we missed one critical part, a bearing at the cost of $1,031.23 bringing the revised invoice total to $23,145.72. Shrier Martin is the "sole source" supplier of these parts as noted in CRS 3450.

Funding is available in KP2136-2150.

Thank you for considering this request.

2/13/2023
Consent

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

5. Resolution 2023-204

MP2 Enterprise Edition Software Hexagon ALI CRS No. 3815

We are required to maintain a licensing agreement with the software vendor, Hexagon ALI, a division of Intergraph Corporation (formerly Infor US, Inc.), to supply on-line maintenance and technical support for the MP2 Enterprise Edition. MP2 Enterprise Edition is the main operating software used to control and monitor all assets and equipment for the Engineering Sewer Maintenance Department.

We are requesting your approval for a 1-year maintenance & support renewal for the MP2 Enterprise Edition software. The maintenance & support agreement annual cost is $3,592.05 and will cover the period from February 1, 2023 to January 31, 2024.

In addition, we are requesting Board approval for a partial waiver of the insurance requirements included in the Addendum to Contract form. The insurance waiver is requested due to the fact that this vendor will NOT come onto Town Property. Hexagon ALI will be supplying the software and all technical assistance from their offices which are located outside of the Town.

This request is pending the successful completion of the contract review procedure. Funds will be available for this agreement from account G9000 - 4090. Thank you for considering this request.

2/13/2023
Consent

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

6. Resolution 2023-205

WPCF Building No. 5 Blower Improvements - Change Order No. 2 No-Cost Time Extension CRS No. 3829

The Engineering Department is requesting Town Board approval for the above referenced Change Order, which calls for a no-cost time extension until December 31, 2022 for Quackenbush Co., Inc. for the above-referenced project. There are no ancillary costs associated with this request.

Pending successful completion of the contract approval procedure, may we have your approval to award Quackenbush Co., Inc. the above referenced Change Order? Thank you for considering this request.

2/13/2023
Consent

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

7. Resolution 2023-206

Flow Metering Contract Extension - TecSmith, Inc. CRS No. 3830

The Engineering Department is requesting the Town Board authorize the attached contract extension with TecSmith, Inc for flow meter monitoring, reporting, installs, rentals and repairs. This contract shall be valid from February 1, 2023 thru January 31, 2025.

Funding is available within the Engineering Department - Sewer Maintenance operating budget G9000-4090.

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

Thank you for considering this request.

2/13/2023
Consent

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

8. Resolution 2023-207

Travel Request - Backflow Testing Recertification

The Engineering Department is requesting approval to send one (1) employee to attend the Backflow Testing Recertification course at the Monroe Community College Applied Tech. Center in Rochester, NY in March 2023.

The total cost for the employee to attend is estimated to be $417.79 which includes registration, tolls and mileage reimbursement.

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

Thank you for considering this request.

2/13/2023
Consent

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

9. Resolution 2023-208

Payment Authorization - Emergency Purchase of Sodium Hypochlorite Bison Laboratories, Inc. CRS 3847

The Engineering Department, WPCF division is requesting that the Town Board authorize the Comptroller's Office to pay Bison Laboratories, Inc. invoices 432028 and 432015, totaling $17,343.00. These purchases were necessary because Bison Laboratories, the awarded vendor for CRS-CMS 3351-3125, TOA Bid 2021037 Sodium Hypochlorite Solution, would not honor the contracted pricing due to significant price increases from their supplier. We are currently working with Contract Compliance and the Attorney's Office on how to resolve this issue.

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

Funds for this request are available in G9916-4820 /4830.

Thank you for considering this request.

2/13/2023
Consent

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

10. Resolution 2023-209

Graybar/Omnia Contract Extension CRS No. 3840

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Graybar Electric Company, Inc. The terms and conditions within Omnia Contract EV2370 Electrical Lighting, Data Communications, Security Products, Related Products, Services, and Solutions will remain the same. This extension will be effective from February 01, 2023 through January 31, 2025.

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

Funding for this request is Town-wide and various and amounts to be determined.

Thank you for considering this request.

2/13/2023
Consent

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

11. Resolution 2023-210

GA Industries Valve Procurement R.M. Headlee Valves and Controls CRS No. 3836

The Engineering Department-Water Pollution Control Facility is currently seeking Town Board approval to authorize the Supervisor to sign a procurement agreement with R.M. Headlee Valves and Controls to supply (1) one valve and associated parts as stated on attached quote RMHQ31955 at the total cost of $2692.00 plus freight. R.M. Headlee is a Sole Source provider for GA Industries valves.

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

Funds for this request are available in G9916-4923.

Thank you for considering this request.

2/13/2023
Consent

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

12. Resolution 2023-211

Contract Extension for Calcium Nitrate PVS-CDI Chemicals, Inc. CRS No. 3828

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS-CDI Chemicals, Inc. The terms and conditions within Town of Amherst Bid 2022023 Calcium Nitrate Solution shall remain the same. This extension will be effective from March 06, 2023 through September 09, 2023.

This request has successfully completed the contract review process.

Funds for this request are available in G9916-4800.

Thank you for considering this request.

2/13/2023
Consent

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

13. Resolution 2023-212

Emergency Purchase Authorizations Niagara Falls Boulevard Emergency Sewer Repair CRS #3854 Kistner Concrete Products CRS #3853 American Curb & Concrete Cutters CRS #3852 on the Mark Utility Locating Services

The Engineering Department Sewer Maintenance division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoices for Kistner Concrete Products in the amount of $6,846.00, American Curb & Concrete Cutters in the amount of $5,140.00 and On The Mark Utility Locating Services in the amount of $1,361.00. These emergency purchases were required for the immediate sewer repair on Niagara Falls Boulevard.

The services for On The Mark were necessary because the Town nor the building owners of the establishments along the repair site on Niagara Falls Boulevard knew where their private utilities were located.

Concrete manholes were purchased from Kistner Concrete as they already have the Town contract for the manhole bases. The remainder of the necessary items are not on the Town contract.

Quotes were received to core holes into the sewer manholes. American Curb & Concrete Cutters was the lowest quote.

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

Funding for these purchases is available in account G0380 which was established by the Comptroller's Office.

Thank you for considering this request.

2/13/2023
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2023-213

Lease Agreement (Moyer) - CRS #3817

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Linda Moyer for rental of office space at the Harlem Road Community Center.

2/13/2023
Consent

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

2. Resolution 2023-214

Authorization to Pay Vendor (Davis-Ulmer)

WHEREAS, the Town of Amherst Youth & Recreation Department had a valid contract (CRS #2195) with Davis-Ulmer Fire Protection for annual drop testing of fire doors at the Clearfield Community Center which expired on 10/31/22, and

WHEREAS, the fire doors failed testing on 10/17/22, and

WHEREAS, repairs needed to be made and re-testing was not accomplished until 12/21/22, and

WHEREAS, the fee for re-testing was not included in the new contract (CRS #3558) as the new contract was executed prior to the failed test, and

WHEREAS, all fire doors passed testing on 12/21/22,

NOW, THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes the payment of INV #1052-F165169/PO 22216591 in the amount of $400.00 to Davis-Ulmer Fire Protection.

2/13/2023
Consent

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

3. Resolution 2023-215

First Amendment to Lease Agreement CRS #3832

Authorize the Supervisor to sign an amendment to the existing lease agreement (CRS #3832) between the Town of Amherst (Youth & Recreation Department) and Daemen University regarding Royal Park, specifying that Daemen will reimburse the Town for design and construction costs.

2/13/2023
Consent

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

4. Resolution 2023-216

Piggyback Agreement - CRS #3855

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the John W. Danforth Company for purchase of HVAC filters, pending successful completion of the contract routing process.

2/13/2023
Consent

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

5. Resolution 2023-217

Travel Request

Authorize Anne Rohrer to travel to the CADCA (Community Anti-Drug Coalitions of America) Annual Forum in National Harbor, MD as a requirement of the town's Drug Free Communities grant.

2/13/2023
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2023-16

Request for Public Hearing - 800 New Road

Request from Marc Kenward for a public hearing with respect to the rezoning of 800 New Road from GB to SA and relief of deed restrictions.

This hearing has been scheduled for March 6.

2/13/2023
Consent

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

2. Communication 2023-17

Request for a Fee Waiver - Amherst Girls Softball

Letter requesting a fee waiver on 4 temporary signs for the Amherst Girls Softball Yearly registration.

The Building Commissioner's response is attached.

2/13/2023
Consent

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

3. Communication 2023-18

Committee on Disabilities Social Media Page Request

Good morning, Board -

The Town of Amherst Committee on Disabilities would like to set up a social media page on the Facebook platform. The Committee has worked over the past several months to prepare its own Social Media Policy. This policy aligns with the Town's current policy and details the purpose of this Facebook page and how it will be managed.

The Committee's policy has been reviewed by Dave Willer of the IT Department and the Town Attorney Martin Polowy. No concerns have been brought to the Committee's attention.

The Committee on Disabilities would like to formally request through its liaison, Dr. Deborah Bruch Bucki, that the Town Board approve a new social media Facebook page for use by the Committee on Disabilities.

We have included our policy for your review. Thank you for your time and consideration, and for the opportunity to continue serving our Town in the capacity of advocacy and education.

With much gratitude,
Erica Rodman
Chair

--
Erica Rodman
Town of Amherst Committee on Disabilities **|** *Chair*
Niagara University Disability Awareness Training Program **|** *Project Assistant*
[redacted]

2/13/2023
Consent

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

4. Communication 2023-19

Notice of Claim: Wedgewood Commons Condominium Vs. Town of Amherst

2/13/2023
Referred to Attorney

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

5. Communication 2023-20

Notice of Claim: Nancy Simpkin Vs. Town of Amherst

2/13/2023
Referred to Attorney

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

6. Communication 2023-21

Notice of Claim: John & Antoinette Gauthier Vs. Town of Amherst

2/13/2023
Referred to Attorney

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

7. Communication 2023-22

Notice of Claim: Merchants Preferred Ins Co. A/S/O Indra Pradhan Vs. Town of Amherst

2/13/2023
Referred to Attorney

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

8. Communication 2023-23

Notice of Claim: Charles & Laurie Tedesco Vs. Town of Amherst

2/13/2023
Referred to Attorney

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

9. Communication 2023-24

Notice of Claim: Keith & Sandy Curry Vs. Town of Amherst

2/13/2023
Referred to Attorney

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

10. Communication 2023-25

Notice of Claim: Allstate Insurance Company A/S/O Daniela Malcher Vs. Town of Amherst

2/13/2023
Referred to Attorney

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

11. Communication 2023-26

Notice of Claim: Mark Weber Vs. Town of Amherst

2/13/2023
Referred to Attorney

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

12. Communication 2023-27

Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.

2/13/2023

Referred to Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 3 unlisted items. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was opened at 7:51 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was closed at 7:54 PM.

1. Resolution 2023-218

Emergency Purchase of Lock Service at 4110 Bailey Ave. – Suburban Lock and Key

Suspension to Town Board Agenda Item February 13, 2023

TO: **Amherst Town Board**

FROM: **Deborah Bruch Bucki, Deputy Supervisor**

DATE: **February 13, 2023**

RE: **Facilities, Emergency Purchase of Lock Service at 4110 Bailey Ave. - Suburban Lock and Key**

WHEREAS, 4110 Bailey Avenue is in need of lock service due to issues with unauthorized persons accessing the property and potentially having a key to the facility; and

WHEREAS, the building was previously keyed by Suburban Lock and Key, who has the proper cores to rekey the building; and

WHEREAS, an Emergency Purchase Documentation Form was completed by Mary-Diana Pouli and signed by the Supervisor on February 10, 2023;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Emergency Purchase of lock services from Suburban Lock and Key, as per the attached Emergency

Purchase Documentation Form.

2/13/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

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

2. Resolution 2023-219

Approval to Provide Free Milling Materials

Suspension to Town Board Agenda Item February 13, 2023

TO: **Amherst Town Board**

FROM: **Deborah Bruch Bucki, Town Deputy Supervisor**

DATE: **February 13, 2023**

RE: **Pat Lucey, Superintendent of Highway, Approval to Provide Free Milling Material**

The current stockpile of road milling's located in the yard of the Amherst Highway Department has reached the peak storage space capability.

The 2023 road paving season will start in a couple months and to make room for this season's road milling's the Amherst Highway Department is requesting authorization to allow anyone to pick up milling's free of charge from the stockpile located at the Highway Department.

The hours and times of availability will be determined by the Highway Department.

2/13/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2023-220

Travel Request – Boulevard Mall Design Workshop, New York, NY

Suspension to Town Board Agenda Item February 13, 2023

TO: **Amherst Town Board**

FROM: **Deborah Bruch Bucki, Deputy Supervisor**

DATE: **February 13, 2023**

RE: **Travel Request - Boulevard Mall design workshop, New York, NY**

Please approve travel for Daniel Howard, Planning Director, and Kimberly Amplement, Planner, to New York City to attend a Boulevard Mall design workshop with consultants in February 2023 at an estimated cost not to exceed $1,700.13.

2/13/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was opened at 7:54 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Public Expression was closed at 7:54 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The Town

Board meeting of February 13, 2023 was adjourned at 7:54 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27110 **RESOLUTION 2023-128** **ADOPTED**

Local Law Amending Chapter 175 - Taxation

Public hearing with respect to a Local Law Amending Chapter 175 - Taxation

2/13/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:04 PM.

Emily Murphy, Town Assessor, presented.

John Buttino of Eggertsville Hose Co. and Steve DiPasquale of North Amherst Fire Department spoke in support.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. The public hearing was closed at 7:10 PM.

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

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

LOCAL LAW NO. __-2023

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 175 of the Code of the Town of Amherst, Taxation

Be it enacted by the Town of Amherst as follows:

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 175 of the Code of the Town of Amherst, Taxation."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds and hereby determines that, because the Town values its volunteer firefighter and ambulance personnel, in accordance with New York State Real Property Law §466-a, a tax exemption for volunteer firefighters and ambulance personnel shall be established. The intent of this law is to provide property tax exemptions to qualifying volunteer firefighter and ambulance personnel.

Section 3. Authority.

The adoption of this Local Law is permitted in accordance with Section 466-a of the New York State Real Property Tax Law.

Section 4. Establishment

Chapter 175 of the Code of the Town of Amherst, is hereby amended to specifically add a new Article, Article XII, as follows:

Article XII – Exemption for Qualifying Volunteer Firefighter and Ambulance Personnel

§175-52 **Legislative Authority for Firefighter and Ambulance Exemption; Exemption Granted; Application.**

Pursuant to and in accordance with Section 466-a of the New York Real Property Tax law, including any requirements in the relevant subsections thereof:

A. Real property owned by an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service or such

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: amend ch 175 taxation (RES-2023-128 : Local Law Amending Chapter 175 - Taxation)

enrolled member and spouse, shall be exempt from Town taxation to the extent of ten percent of the assessed value of such property, but only so long the minimum service requirements in relation thereto of at least two years has been met. The enrollment status and minimum service requirement shall be certified in writing by the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service.

B. Any enrolled member of an incorporated volunteer fire company, fire department or incorporated volunteer ambulance service who accrues more than twenty years of active service and is so certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service, shall be granted the ten percent exemption as authorized by this section for the remainder of his or her life as long as his or her primary residence is located within the Town.

C. Exemption under this Section shall be granted in accordance with the Real Property Tax Law, including the requirements thereunder, and only upon application by the qualifying owner(s)(or spouse, in the case of subsection D, below) of such real property to be filed with the Office of the Town of Amherst Assessor, on or before the appropriate taxable status date for the Town, such application to be on a form, where available, prescribed by the State Board of Real Property Services.

D. Any existing exemption granted hereunder, or previously granted hereunder, may continue or be reinstated, respectively, to a deceased enrolled member's un-remarried spouse, where such deceased member was an enrolled member for at least five years was killed in the line of duty, all in accordance with all applicable requirements, including regarding certification, of New York Real Property Tax Law Section 466-a.

E. Any existing exemption granted hereunder, or previously granted hereunder, may continue or be reinstated, respectively, to a deceased enrolled member's un-remarried spouse, where such deceased member was an enrolled member for at least twenty years but not killed in the line of duty, all in accordance with all applicable requirements, including regarding certification, of New York Real Property Tax Law Section 466-a.

F. The Town Board may, from time to time, amend, supplement, change, modify or repeal this provision pursuant to the applicable provisions of New York State law.

Attachment: amend ch 175 taxation (RES-2023-128 : Local Law Amending Chapter 175 - Taxation)

~~Strikethrough~~ = Deleted language; Underline = Added language

Section 5. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to Section 10(1)(ii)(a)(8), 20 and 27 of the Municipal Home Rule Law and Section 466-a of the New York State Real Property Tax Law of the State of New York.

Section 6. 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 Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst. Tax year 2023-24 will be the first year of eligibility for the above referenced exemptions.

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

Attachment: amend ch 175 taxation (RES-2023-128 : Local Law Amending Chapter 175 - Taxation)

~~Strikethrough~~ = Deleted language; Underline = Added language

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27036 **RESOLUTION 2023-79** **ROLL CALL VOTE (ADOPTED)**

SEQR Determination 1720, 1740 and 1760 Maple Road

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 1720, 1740 and 1760 Maple Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None

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

Attachment: Z-2022-08_draft TB neg dec 011723 (RES-2023-79 : SEQR Determination - 1720, 1740 and 1760 Maple Road)

D R A F T (1/17/2023)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2022-08

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 5.1± acres of land from Residential District Three (R3) and Office Building District (OB) to Deep Corridor 5 District (DC-5) 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, 102 total apartment units for lease in the two four-story mixed use buildings, two two-story townhome buildings with attached garages (11 units) and three ten car garage and an eight space garage

Location: 1720, 1740 & 1760 Maple Road, Town of Amherst, Erie County, New York

Petitioner: MEL Investors, LLC

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Based on the results of the EAF Part 2 and compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 5.1 ± acres of land from Residential District Three (R3) and Office Building District (OB) to Deep Corridor 5 District (DC-5) for a proposed 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, 102 total apartment units for lease in the two four-story mixed use buildings, two two-story townhome buildings with attached garages (11 units) and associated accessory structures and vehicle use areas will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on September 14, 2022 reviewed the application and EAF submitted on August 24, 2022, the Geotechnical Engineering Report prepared by Baron & Associates, PC and submitted on October 7, 2022 and had no objection or adverse comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on September 13, 2022 reviewed the application and EAF submitted on August 24, 2022, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources. The site was formerly occupied by three single family homes and contains a large area of pavement previously used for parking and is being considered to be largely disturbed. The NYS Office of Parks, Recreation, Historic Preservation will review the project at site plan or before any further site disturbance and determine that there will be no impact on these resources.

Attachment: Z-2022-08_draft TB neg dec 011723 (RES-2023-79 : SEQR Determination - 1720, 1740 and 1760 Maple Road)

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from to R-3 & OB to DC-5. Neighboring uses are detached single family homes to the north and west zoned R-3, a medical office building to the east zoned OB and three story apartment building and two single family residences to the south zoned Multi-Family Residential District Seven (MFR-7) and R-3 respectively; therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to DC-5 for the proposed multi-story mixed use buildings and eleven townhomes will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to DC-5 for the proposed multi-story mixed use buildings and eleven townhomes will not create any hazard to human health. The Fire Chiefs Association on December 7, 2022 has reviewed the project and has no objection or adverse comments on the proposed rezoning.

8. The rezoning to DC-5 for the proposed multi-story mixed use buildings and eleven townhomes will cause a substantial change in the use, and intensity of use of land.

9. The rezoning to DC-5 for the proposed multi-story mixed use buildings and eleven townhomes will increase the number of people using the site over its previous level of use.

10. Review of the application and EAF submitted on August 24, 2022, by the Traffic Impact Study prepared by SRF Associates dated August 23, 2022 and submitted on August 25, 2022 to the Town Traffic/Safety Board on September 12, 2022, Erie County Dept. of Public Works –Highways Division on October 10, 2022, indicate that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on September 13, 2022, Engineering on September 14, 2022, Traffic/Safety Board on September 12, 2022, Assessor on September 13, 2022, Fire Chiefs Assocation on Decemer 7, 2022, and Right-of-Way Agent on September 14, 2022 along with outside agencies including Williamsville Central School District on September 13, 2022, Erie County Department of Environment & Planning on October 20, 2022, and Erie County Dept. of Public Works –Highways Division on October 10, 2022. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

Attachment: Z-2022-08_draft TB neg dec 011723 (RES-2023-79 : SEQR Determination - 1720, 1740 and 1760 Maple Road)

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

SM/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-08_(1720_1740_&_1760_Maple_Rd)_2022\Z-2022-08_draft TB neg dec 011723.docxcc:
Cc: Amherst Town Clerk
Amherst Building Department
ECDEP
MEL Investors, LLC, 6790 Main St., Ste. 100, Amherst, NY 14221
Sean W. Hopkins, Hopkins Sorgi & McCarthy, PLLC, 5500 Main St., Ste. 343, Williamsville, NY 14221
Christopher Wood, Carmina Wood Design, 487 Main St., Ste. 500, Buffalo, NY 14203

Attachment: Z-2022-08_draft TB neg dec 011723 (RES-2023-79 : SEQR Determination - 1720, 1740 and 1760 Maple Road)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26797 **RESOLUTION 2022-1172** **ROLL CALL VOTE (ADOPTED AS AMENDED)**

Adoption of Local Law to Amend the Zoning Map 1720, 1740 & 1760 Maple Road (Z-2022-08)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of November 17, 2022 that the proposed Deep Corridor 5 District (DC-5) zoning at 1720, 1740 and 1760 Maple Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

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. Such design shall be reviewed by the Design Advisory Board.

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.

4. That accessory drive-thru facilities be prohibited.

5. That cannabis dispensaries and cannabis consumption cafes be prohibited.

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.

2/13/2023

A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and approved 4-1 (nay, Bucki).

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

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
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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

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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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

If Yes:

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

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 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)

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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: _____

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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: _____

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

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

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

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

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

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

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name PB Investors, LLC Date August 22, 2022

Signature _____ Title Counsel for Project Sponsor

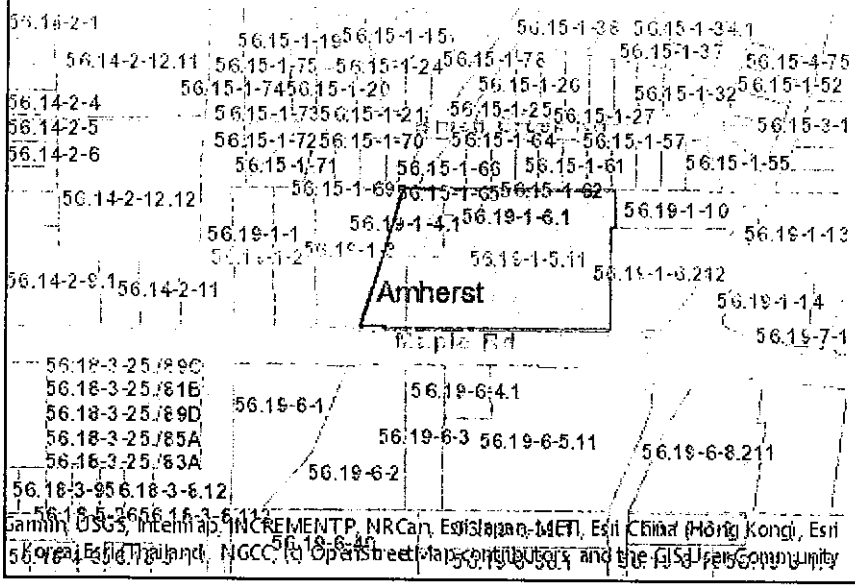
Sean Hopkins, Esq.

PRINT FORM

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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

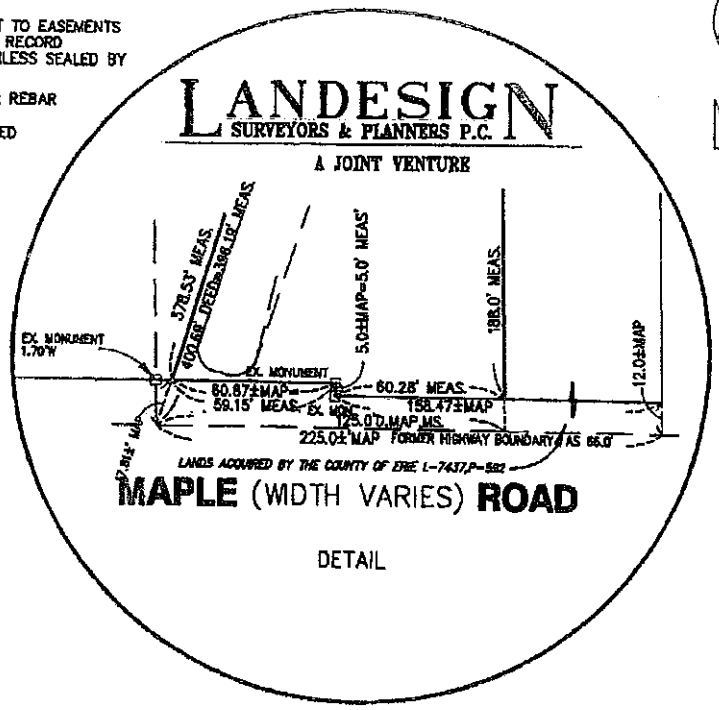
Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

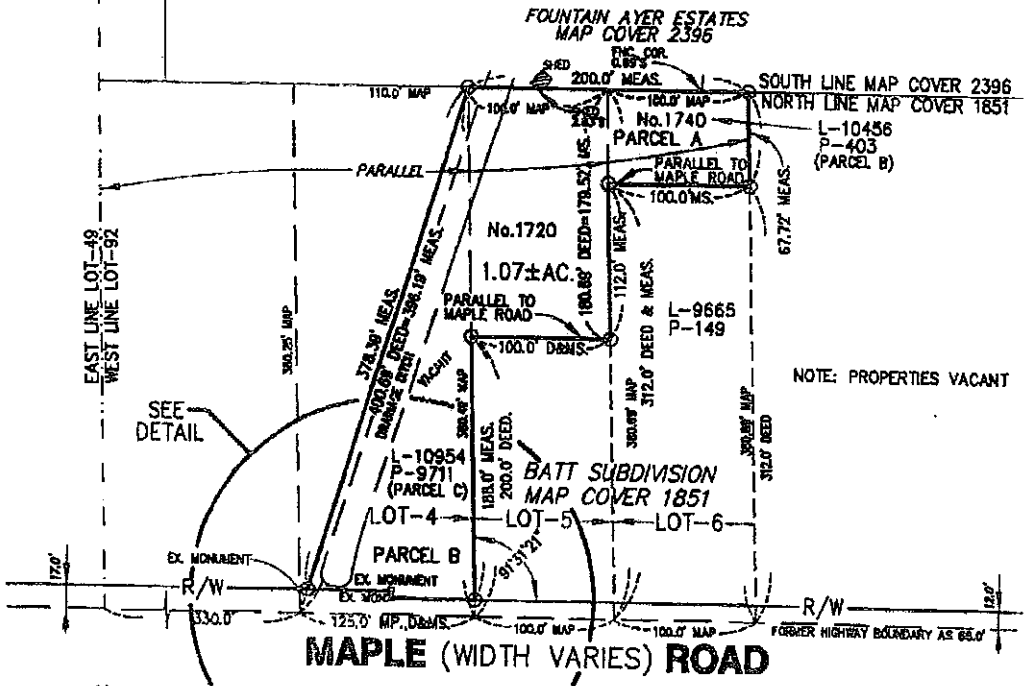
NOTE: THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS THAT MAY BE REVEALED BY AN EXAMINATION OF SUCH.

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

SBL No. 56.19-1-4.1 & 6.1

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

BOOK 427 PAGE 138 MAP 65138

File: \\1NAS01\Projects\2021_Residential Surveys\21NY018.75 1720-1760 Maple Road and Brush Creek Rd -65138\4 - Technical Data\CADD Drawings\Autocad\21NY018.75 1720-40 Maple Roadway.

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

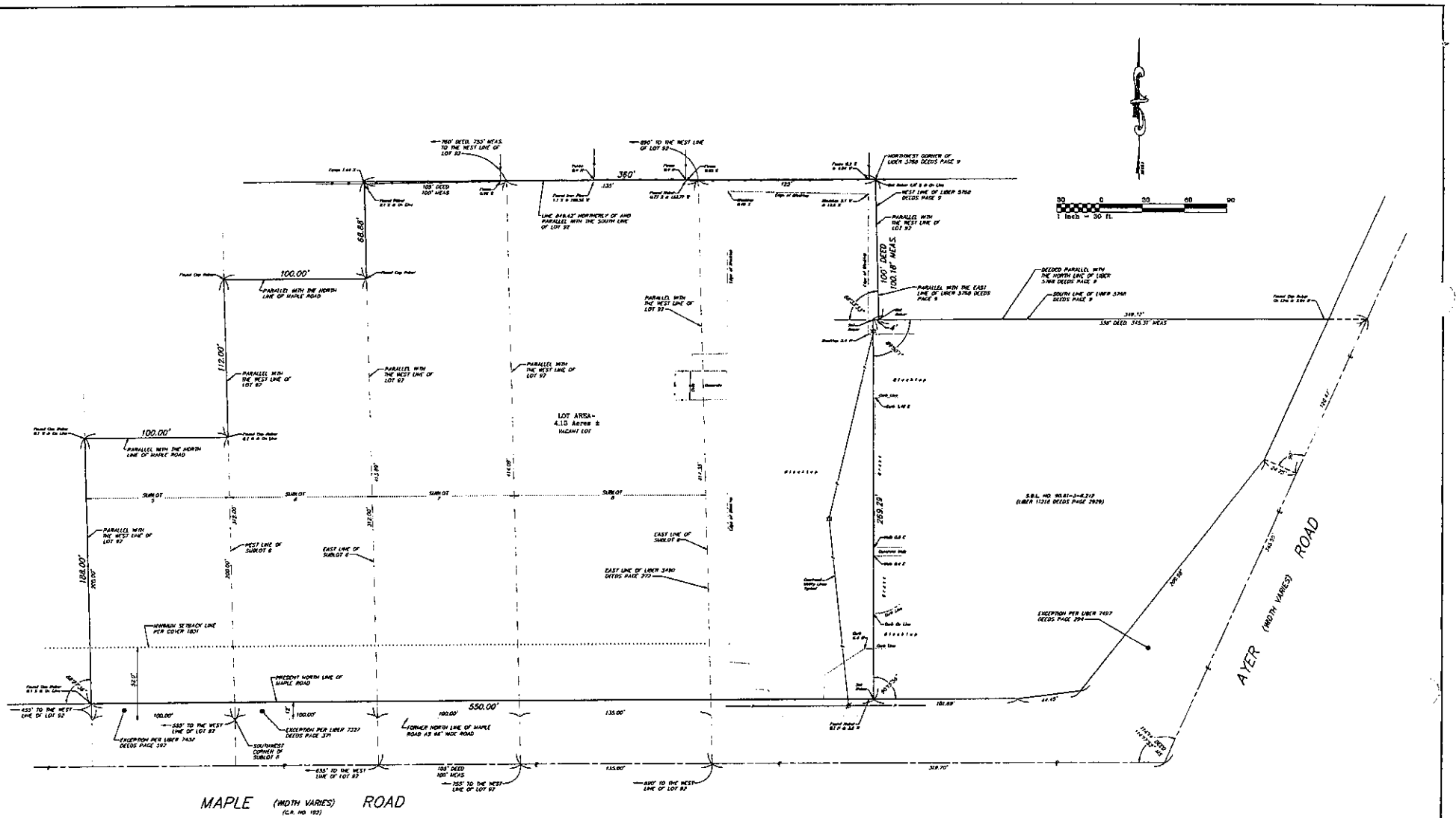

MAPLE (WIDTH VARIES) ROAD
AYER (WIDTH VARIES) ROAD
LOT AREA=
4.13 Acres ±
VACANT LOT
100.00'
112.00'
188.00'
68.88'
100' DEED
100.18' MEAS.
269.29'
550.00'
135.00'
319.70'
SUBLOT 5
SUBLOT 6
SUBLOT 7
SUBLOT 8
1 Inch = 30 Ft.
30 0 30 60 90
LEGEND
PART OF SUBLOTS 5, 6, 7 & 8 ~ MAP COVER 1851
AND MORE
PART 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
TRUE NORTH
LAND SURVEYING, PLLC
150 HERD DRIVE
BUFFALO, NEW YORK 14225
(716)631-5140 ~ truenorthplls@aol.com
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.

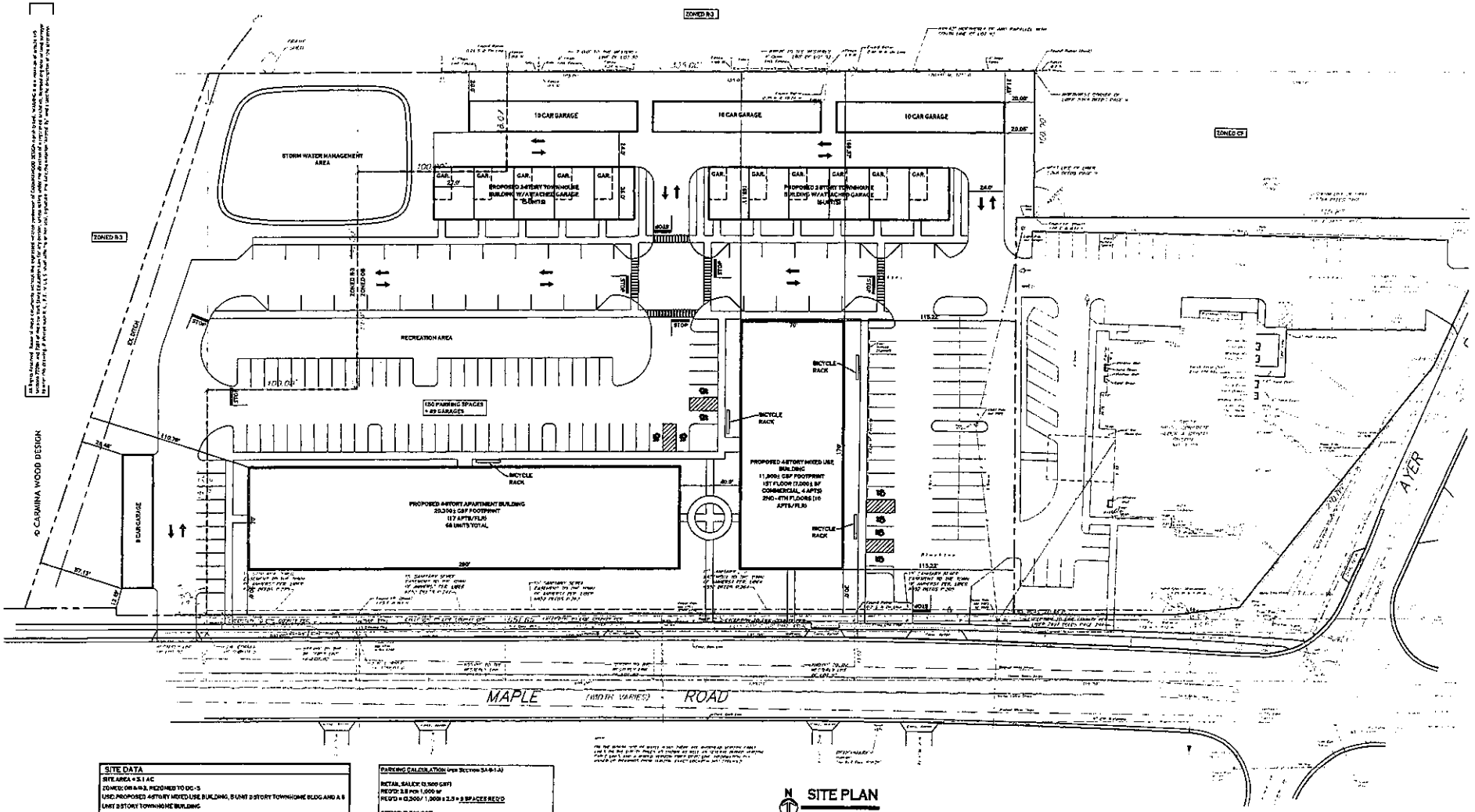
Question 16(E): **Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:**

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: OR & R-3, REZONED TO GC - 5		
USE: PROPOSED 4-STORY MIXED USE BUILDING, 5 UNIT 3-STORY TOWNHOME BLDG AND A 5 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	XX*
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (0.xx AC)	X.X% (0.xx AC)
OVERALL:	N/A	65.3% (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: 2.8 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 3 BEDROOMS = 1 X 98 UNITS = 98 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 (20 MAX.)
REQ'D = 0.5 x 113 = 57 THEREFORE 20 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
111 East Street, Suite 102
Greensboro, North Carolina 27401
Phone: (336) 707-1909
427 Main Street, Suite 500
Red Oak, New York 14228
Phone: (716) 640-0155

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:

© CARMINA WOOD DESIGN

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.

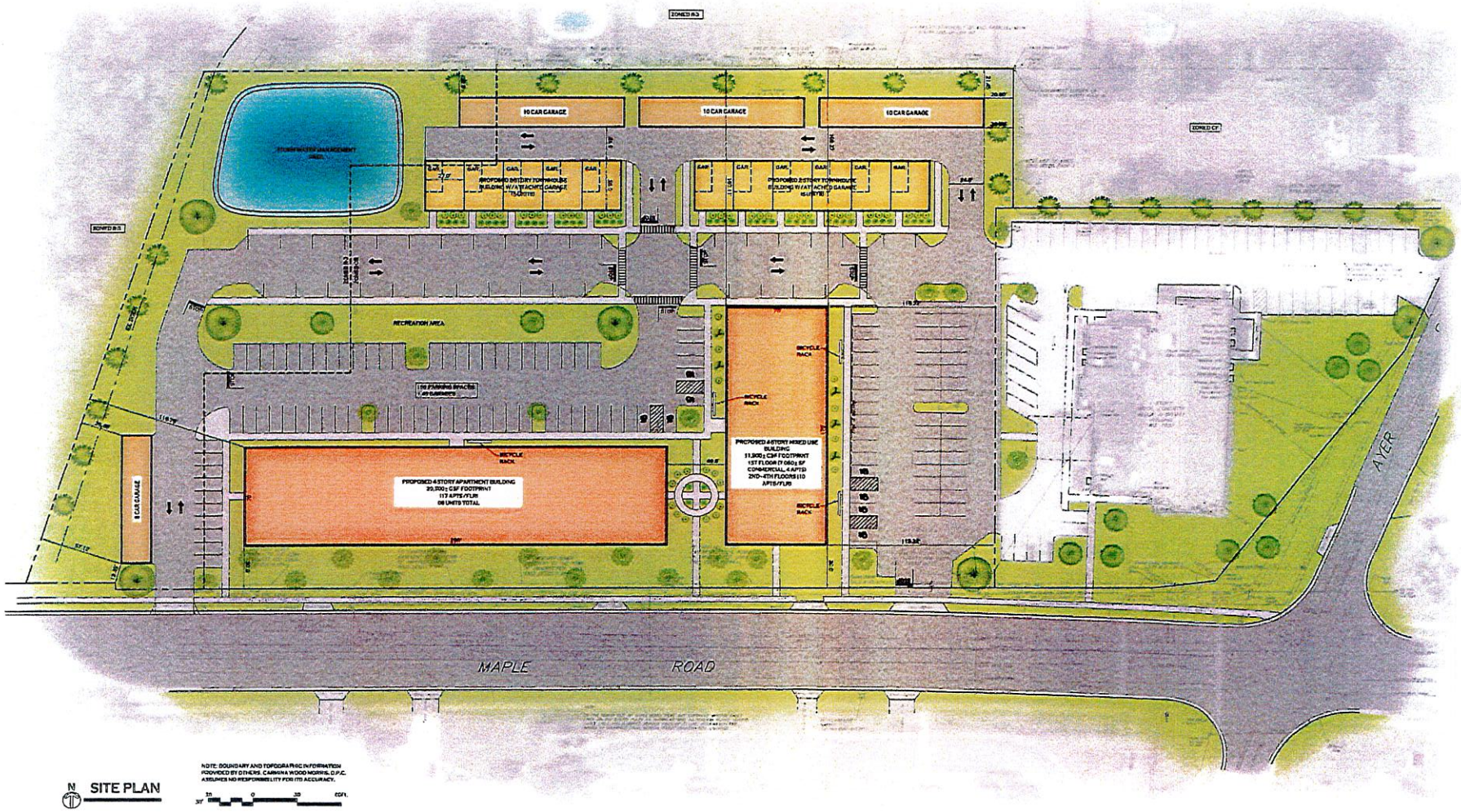
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki). A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-1 (nay, Bucki).

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

CARMINA WOOD DESIGN

BLISS

Mixed Use Development
Concept Site Plan
1720, 1740 & 1760 Maple Road | Amherst, NY
05.13.2022

1

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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 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: _____			

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)

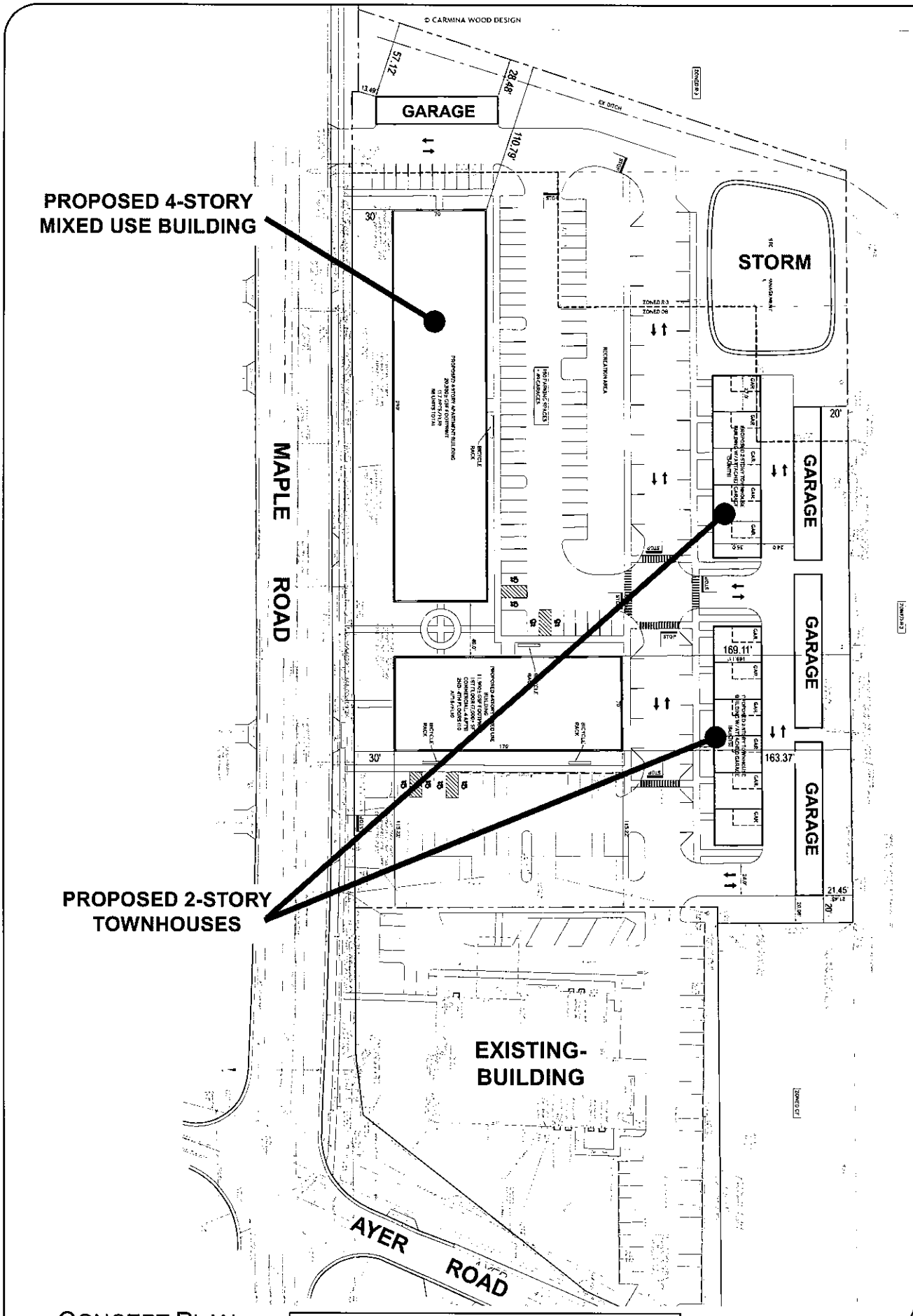
Z-2022-08

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

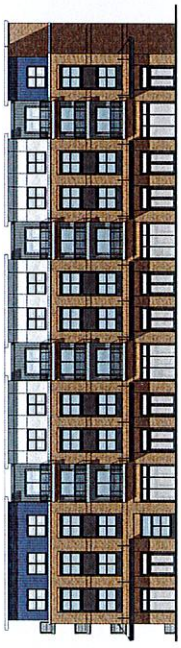
Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)



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)



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
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November 17, 2022

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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
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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*

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
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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 its own may not have this affect, however, when all of the similar pr are added together, capacity issues may occur. This creates a significant

General comments relative to your agency/interests:

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

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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)

Amherst

Town of Amherst Planning Department

2010.008A

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
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
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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
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cc: Scott Marshall, Principal Planner
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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

RECEIVED
SEP 13 2022
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM August 24, 2022

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
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Williamsville Central School District
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
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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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
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? 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
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)

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
Christopher Wood, Carmina Wood Design, 487 Main St., Suite 500, Buffalo, New York 14203

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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.

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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 a 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 Comm. 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	P		
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*		

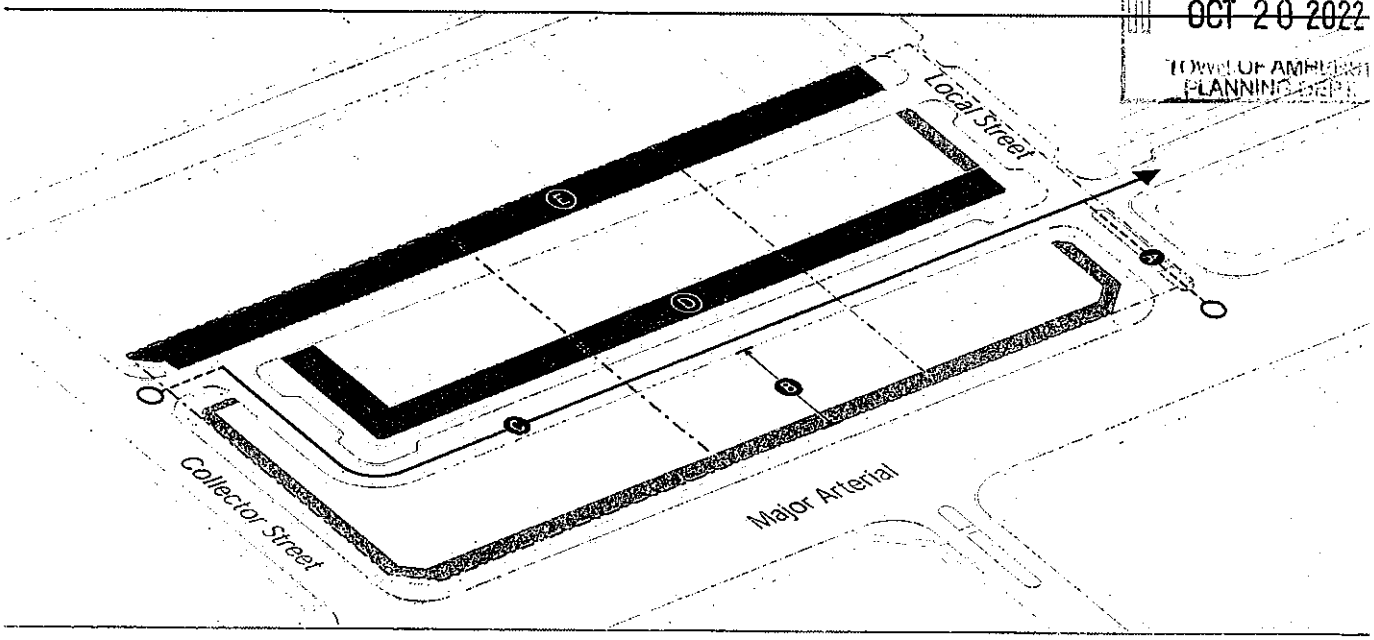
P = Permitted P* = Permitted with supplemental use standards S = Special Use (ZBA approval required) -- = Not Permitted

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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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

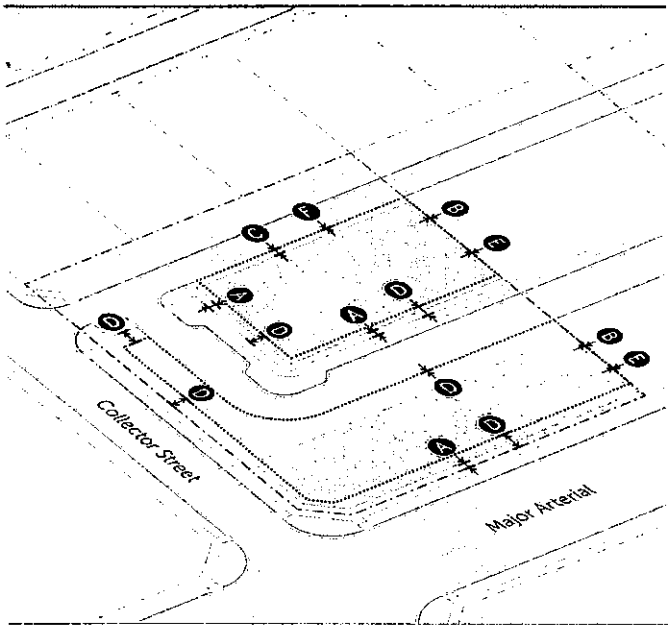
TRANSITION

Ⓔ 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

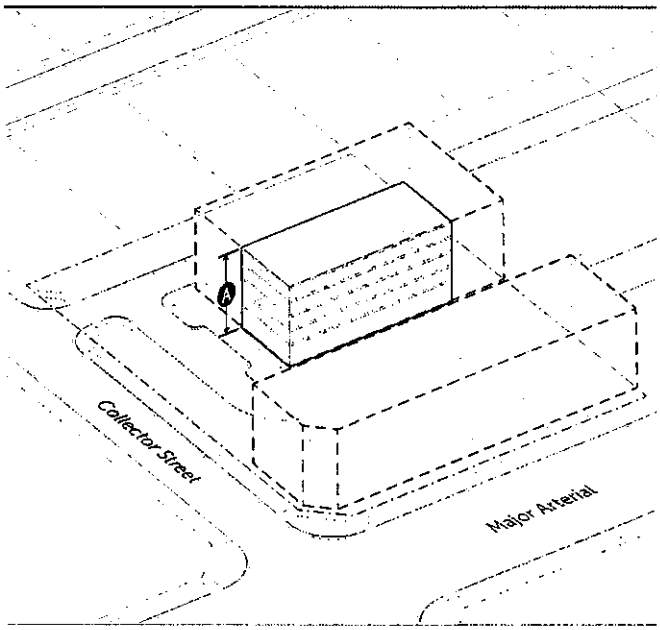


LOT	
Width	0' min
Outdoor amenity space	5% min

BUILDING SETBACKS	
Ⓐ Street lot line	See 5A-4 Retrofit Frontages
Ⓑ Common lot line	0' min
Ⓒ Alley	5' min

PARKING SETBACKS	
Ⓓ Street lot line	See 5A-4 Retrofit Frontages
Ⓔ Common lot line	0' min
Ⓕ Alley	0' min

C. Building



BUILDING MASS	
Ⓐ Building height	5 stories/75' max
Street-facing building length	n/a
ACTIVATION	See 5A-4 Retrofit Frontages

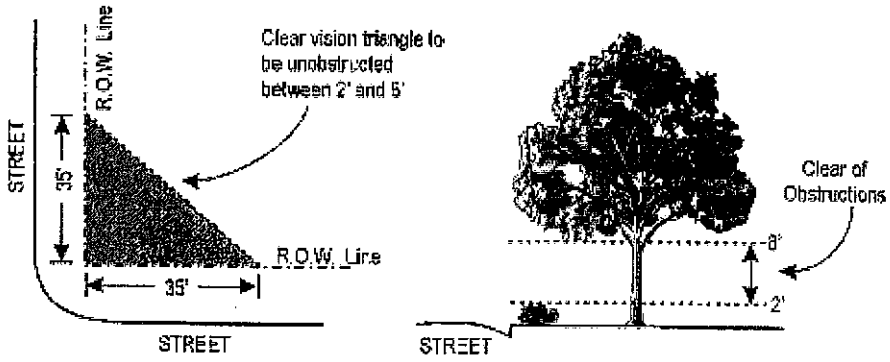
Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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.**

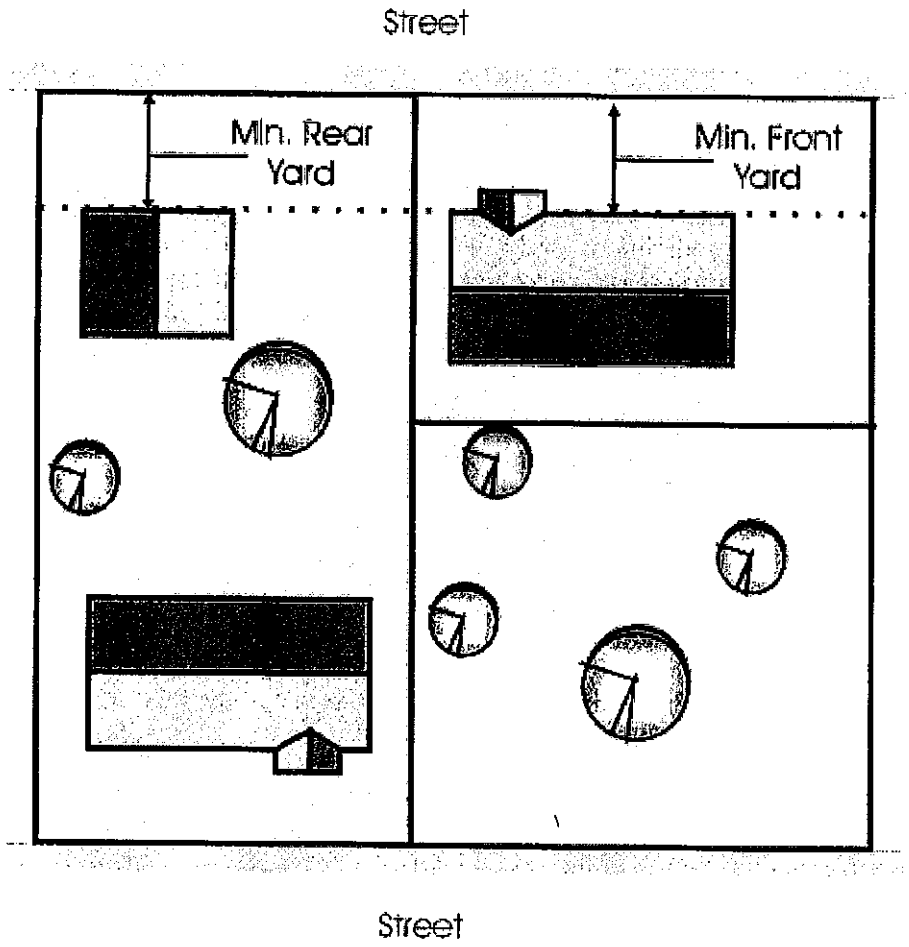
(i) The parking of vehicles shall be prohibited in any required front yard except on a paved surface.

(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.**

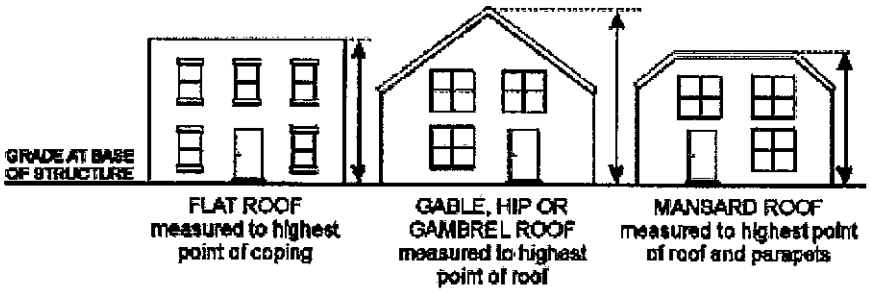
A. **Measurement.** Building height refers to the vertical distance from the finished grade line to:

(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)

Copy to P.B. Original for Town Clerk

RECEIVED
OCT 20 202
TOWN OF AMHERST
PLANNING DEPT

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

11

PROTEST PETITION

PURSUANT TO ARTICLE 16, SECTION 265 OF THE TOWN LAW

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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
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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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TOWN OF AMHERST, STATE OF NEW YORK

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
Daryl T. Tschoepe	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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Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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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
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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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TOWN OF AMHERST, STATE OF NEW YORK

AMENDMENT - COMM. OFF. TO COMM. MIXED USE

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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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TOWN OF AMHERST, STATE OF NEW YORK

AMENDMENT - COMM. OFF. TO COMM. MIXED USE

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 [illegible]	198 Brush Creek rd.	7/8/22
[illegible]	209 BRUSH CREEK	7/8/22
Natalie M. Carter	209 BRUSH CREEK	7/8/22

10

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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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

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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TOWN OF AMHERST, STATE OF NEW YORK

AMENDMENT - COMM. OFF. TO COMM. MIXED USE

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

10

Attachment: Z-2022-08 TB letter packet 121222 (RES-2022-1172 : 1720, 1740 & 1760 Maple Road Rezoning)

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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
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: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 27160 **RESOLUTION 2023-129** **ADOPTED**

SEQR Determination (4150,4200,4224,4228 Part of 4252 Ridge Lea Road, Part of SBL 54.02-1-51, 256, 270, 280 and 306 Meyer Road)

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 4150,4200,4224,4228 Part of 4252 Ridge Lea Road, Part of SBL 54.02-1-51, 256, 270, 280 and 306 Meyer Road and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

Attachment: Z-2022-11 SEQR Draft NEG Dec (RES-2023-129 : SEQR Determination - 4150,4200,4224,4228, Part of 4252 Ridge Lea Rd.)

D R A F T

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2022-11

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Type I Action

Description of Action: Rezoning of 52+/- acres of land from Center 5 (CTR-5) and Center 8 (CTR-8) to Shopping Center (SC) to allow for the future use and development of the subject properties for large scale commercial/retail.

Location: 4150, 4200, 4224, 4228, and a portion of 4252 Ridge Lea Road, a portion of SBL 54.02-1-51 and 256, 270, 280 and 306 Meyer Road, Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1/ Part 2 and a complete rezoning application, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 52 ± acres of land from Center 5 (CTR-5) and Center 8 (CTR-8) to Shopping Center (SC) for the future use and development of the premises for large scale commercial/retail space will not have a significant impact on the environment, as follows:

1. The proposed rezoning (action) is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on November 11, 2022 reviewed the application and EAF submitted on July 29, 2022, and had no objection or comments on the proposed rezoning. The Town will evaluate for storm water drainage impacts for quantity and quality, potential for noise increases and potential for changes in air quality during site plan review of any future development. Increases in traffic are anticipated with future development of the subject properties for large scale commercial/retail land uses. Site specific traffic analysis will be conducted at time of site plan approval for any development of the subject properties to determine adequacy of site access and potential impacts to nearby road intersections. Mitigation cost revenue will contribute toward improvements to transportation infrastructure consistent with the SEQR Statement of Findings adopted by the Town of Amherst on January 6, 2020 for the Boulevard Central District Generic Environmental Impact Statement (GEIS).

2. The proposed action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. The site is currently developed with several vacant office buildings, a vacant restaurant building and an occupied office building. At the time of site plan review the subject premises will be required to be improved with green space, landscaping and trees pursuant to the requirements of the Town Zoning Ordinance.

3. The proposed action is not expected to create any material conflict with the Town Comprehensive Plan. The Town's Comprehensive plan recommends commercial/mixed land uses for this part of the Town.

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

Attachment: Z-2022-11 SEQR Draft NEG Dec (RES-2023-129 : SEQR Determination - 4150,4200,4224,4228, Part of 4252 Ridge Lea Rd.)

5. The proposed action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject properties are adjacent to a neighboring shopping center, warehousing, office uses an interstate highway and several residential dwellings; therefore, the project is consistent with surrounding land uses.

6. The proposed rezoning to SC- Shopping Center will not cause a major change in the use of either the quantity or type of energy.

7. The proposed rezoning to SC- Shopping Center will not create any hazard to human health. During Site Plan approval, proposed development and associated activities will be further evaluated to assure that hazards to human health will not occur.

8. The proposed rezoning will cause a substantial change in the use, and the intensity of use, of the existing land when such properties develop as commercial retail uses compared to its present underutilized status of vacant commercial office buildings and a vacant restaurant building. The subject properties have capacity to support the increase in intensity of use as projected in the Town's Statement of Findings for the adopted Boulevard Central District GEIS.

9. The rezoning to SC-Shopping Center will increase the number of people using the site over its current level of use if developed for large scale commercial/ retail use. The Town's SEQR Statement of Findings for the aforementioned GEIS projects future development growth in a mixed-use form for the subject properties to equal approximately 310,000 s.f. of retail space, 10,000 s.f. of office space and 180 housing units. Anticipated future development of the subject properties for large scale commercial /retail land uses is assumed to have equal or less retail building area devoted to retail uses as projected; and little or no proposed housing units.

10. Coordinated reviews of the project have been undertaken by Town Departments including, Engineering on November 3, 2022, Traffic/Safety Board on November 3, 2022, Assessor on November 2, 2022, and Right-of-Way Agent on November 4, 2022 along with outside agencies including, and New York State Department of Environmental Conservation on November 23, 2022, Erie County Dept. of Environment and Planning November 15, 2022 and Erie County Department of Public Works on December 16, 2022. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

Attachment: Z-2022-11 SEQR Draft NEG Dec (RES-2023-129 : SEQR Determination - 4150,4200,4224,4228, Part of 4252 Ridge Lea Rd.)

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

DH/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-11_(4150_4200_ 4224 & 4228 Ridge Lea Road\Z-2022-11 SEQR Draft NEG Dec.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT

Attachment: Z-2022-11 SEQR Draft NEG Dec (RES-2023-129 : SEQR Determination - 4150,4200,4224,4228, Part of 4252 Ridge Lea Rd.)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26969 **RESOLUTION 2023-76** **ROLL CALL VOTE (ADOPTED AS AMENDED)**

Adoption of Local Law to Amend the Zoning Map (4150,4200,4224,4228 and Part of 4252 Ridge Lea Road, Part of SBL 54.02-1-51 and 256, 270, 280 and 306 Meyer Road, Z-2022-11)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, 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 November 17, 2022 that the proposed SC- Shopping Center zoning at 4150,4200,4224, 4228 and Part of 4252 Ridge Lea Road, Part of SBL 54.02-1-51 and 256, 270, 280 and 306 Meyer Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map from CTR-5 and CTR-8 to SC- Shopping Center subject to the following condition:

1. Romney, North Bailey and Ridge Lea be rebuilt to accommodate traffic and safe pedestrian movements, in accordance with the mitigation plan established in the EIS adopted in 2020.

1/17/2023
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:19 PM.

Dan Ulatowski, Assistant Planning Director, presented.

The following speakers spoke in opposition:
Gerri DiCosmo, 378 Meyer Rd.
Jane Cox, 4584 Harlem Rd.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the February 13th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:47 PM.

2/13/2023
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Amendment adds the underlined language. A motion

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

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

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Town Board Agenda of January 17, 2023

January 4, 2023

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

Subject: Request to rezone 52+/- acres of land from Center-5 (CTR-5) and Center-8 (CTR-8) to Shopping Center (SC), property located at 4150, 4200, 4224, 4228, and a portion of 4252 Ridge Lea Road, a portion of SBL 54.02-1-51 and 256, 270, 280 and 306 Meyer Road, Town of Amherst, Petitioner. (Z-2022-11).

Honorable Members:

The subject properties comprise 52 ± acres along the east side the North Bailey Avenue and north of Meyer Road as shown on the attached rezoning map exhibit. For information on the surrounding zoning and land use, please refer to the rezoning map exhibit.

The purpose of this request is to allow for the re-development of the subject properties in a form and building design that is consistent in use and scale with the neighboring retail shopping center(s) along the west side of North Bailey Avenue and south of Meyer Road.

The subject sites were originally zoned RD- Research & Development with the adoption of the Zoning Ordinance and Town wide Zoning map on January 19, 1976. On December 14, 2020 the Town rezoned the properties from RD to CTR-5-Center 5 & CTR-8-Center 8 during the Boulevard Central District re-zonings.

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN

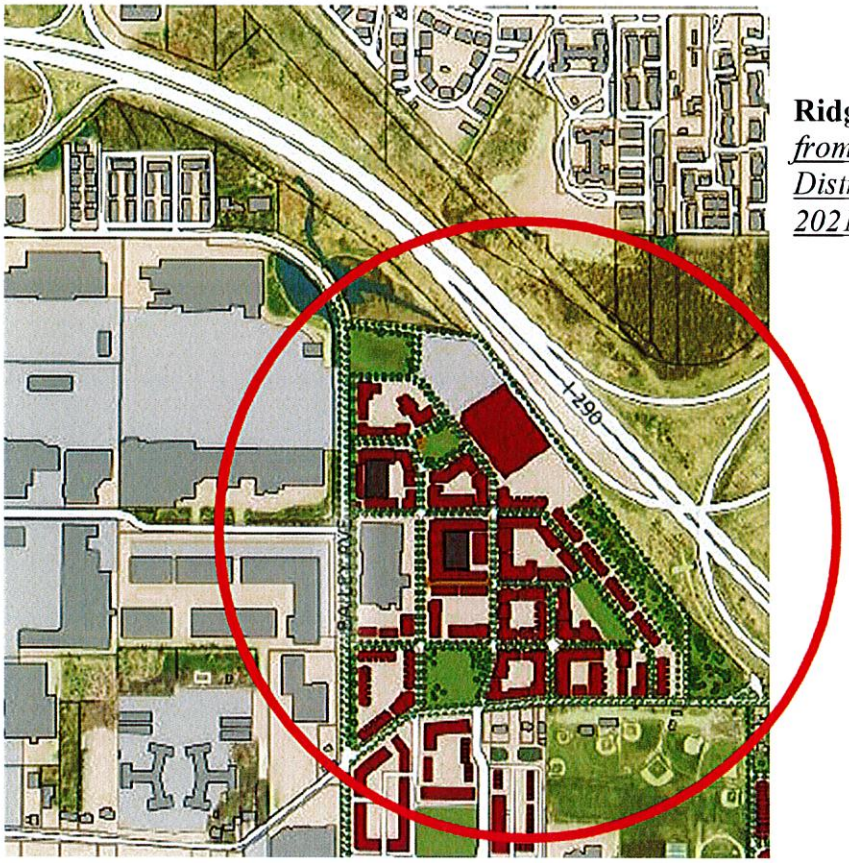
The proposed rezoning is consistent with the Bicentennial Comprehensive Plan. The Comprehensive Plan recommends commercial/mixed land uses for this area (Figure 6) in the form of a suburban center (Figure 6A). This form of development typically occurs along major roadways and at or near interstate highway interchanges on large and deep parcels. They should be located away from single family residential areas. The tenant spaces in a suburban center are generally large and serve a regional market.

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Honorable Town Board

Rezone 52± acres of land from CTR-5 & CTR-8 to (SC) Shopping Center, Z-2022-11; property located at 4150, 4200, 4224, 4228, and a portion of 4252 Ridge Lea Road, a portion of SBL 54.02-1-51 and 256, 270, 280 and 306 Meyer Road. Agenda of January 17, 2022.

Changing economic conditions and the relocation of several large retail businesses in the Town between Sheridan Drive and the I-290 indicate that the Town's initial assumption that the site could support a fully mixed-use model such as that illustrated below is unlikely. On January 18, 2022 the Town Board voted to amend the Comprehensive Plan for a portion of the subject area/site by designating the area southeast of the subject premises as "Industrial-Office." The proposed change in zoning to SC reflects changing economic realities and development patterns supporting retail shopping opportunities similar to those that exist on the west side of North Bailey Avenue within the Boulevard Consumer Square Plaza. That plaza and others around it are now emerging as a dominant retail hub for the Town of Amherst and the region.



Ridge Lea Illustrative Site Plan *from the Boulevard Central District Action Plan – June 3, 2021*

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Honorable Town Board

Rezone 52± acres of land from CTR-5 & CTR-8 to (SC) Shopping Center, Z-2022-11; property located at 4150, 4200, 4224, 4228, and a portion of 4252 Ridge Lea Road, a portion of SBL 54.02-1-51 and 256, 270, 280 and 306 Meyer Road. Agenda of January 17, 2022.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed rezoning to SC is consistent with existing surrounding land uses and zoning. Uses to the west include large retail businesses and warehousing. Uses to the south include a contractor's open storage yard, a photography studio, several single-family dwellings, a shopping center and a middle school. Adjacent zoning districts include CTR-5, RD and GI. The subject properties are suitable for large scale retail development and the proposed change meets a demand for such development in this part of the Town of Amherst.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is a Type I Action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete. The proposed rezoning is consistent with the statement of findings adopted by the Town on January 6, 2020 for the Boulevard Central District Generic Environmental Impact Statement. Anticipated retail development of the premises will be consistent with the projected growth anticipated. Mitigation fees associated with any future development of the premises will be required to mitigate for future impacts to sanitary sewers, roadways and water supply.

RECOMMENDATION

The Planning Board at its meeting of November 17, 2022 held a public hearing on the subject rezoning request and recommended that the Town Board approve the request.

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

DU/ac
Att.
X:\Current_Planning\Files\Rezonings\2022\Z-2022-11_(4150_4200_ 4224 & 4228 Ridge Lea Road\Z-2022-11_TB_Letter_01_17_23.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval November 17 , 2022
Ayes 5, Noes 0, Absent 2 (Gill, Raffaele)

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-11

PETITIONER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

PROPERTY LOCATION

4150, 4200, 4224, 4228-4230,
a portion of 4252-4258 and no
address Ridge Lea Road and 256,
270, 280 and 306 Meyer Road

'22 NOV 23 PM5:00

WHEREAS the Town of Amherst Planning Board on Thursday, November 17, 2022 held a public hearing on the proposed rezoning of land from CTR-5 and CTR-8 to SC, and

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

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

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

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

B. The proposal is consistent with the Comprehensive Plan's Conceptual Land Use Plan which shows commercial/mixed-use in this area of the Town.

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

D. The proposal is compatible with the present zoning and conforming uses of nearby property and with the 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, and meets a specific demand in the Town.

G. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived because the parcel is developed.

WHEREAS pursuant to Local Law #3-82, as amended, the Planning Board recommends that the Town Board make a SEQR determination as the SEQR Lead Agency, and

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2022-11

PETITIONER

Town of Amherst

PROPERTY LOCATION

4150, 4200, 4224, 4228-4230, a portion of 4252-4258 and no address Ridge lea Road and 256, 270, 280 and 306 Meyer Road

'22 NOV 23 PM5:00

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. An analysis of traffic impacts to surrounding roadways and identification of any mitigation measures be provided with any site plan application.

The foregoing resolution was adopted by the Town of Amherst Planning Board, November 17, 2022; moved by Penberthy; seconded by Chmiel; ayes 5, noes 0; absent 2 (Gill, Raffaele).

Robert J. Gilmour, Planning Board Chair

11-23-22.
Date

DU/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-11_(4150_4200_ 4224 & 4228 Ridge Lea Road\Z-2022-11_resolution_111722.doc
Cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Planning Department

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

File #: Z-2022-11 **Acreage** 52+/- **Fee $** N/A

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department DJU 10/28/2022 ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer DJU 10/28/2022 CHECKED BY DATE

Materials & Fee Paid to Town Clerk N/A ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	_____
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.**	_____
	TOTAL FEE:	$ N/A - Town Intitiated

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-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Town of Amherst Planning Department

Address: 5583 Main Street

Williamsville (City) NY (State) 14221 (Zip Code)

Phone: 716-631-7051 Fax

E Mail: dulatowski@amherst.ny.us

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

From: CTR-5 & CTR-8 District

To: SC- Shopping Center District

3. **Street address of land to be rezoned:** (must be verified by Town Assessor's Office)
4150, 4200, 4224, 4228, Part of 4252 Ridge Lea Road & 256, 270, 280 and 306 Meyer Road

SBL #: 54.01-2-12.111, 54.02-1-45, 54.02-1-44.1,54.02-1-44.2, 54.02-1-43, 54.15-1-4.1, 54.15-1-7, 54.15-1-8.1 & 54.15-1-10

4. **Area of land to be rezoned** (in acres): 52+/-

5. **Owner of Land**:

Name: Benderson 85-1 Trust et al.

Address: 7978 Cooper Creek Boulevard

University Park (City) FL (State) 34201 (Zip Code)

Phone: 716-878-9626

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

Name: N/A

Address:

City State Zip Code

Phone: Fax

E Mail:

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

7. Petitioner's interest in property

_____Option to purchase
_____Owner
__X__Other (explain) Local Government

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)

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

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

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development:

The Town desires to rezone the subject area to accommodate future large box retail development.

B. Rationale for rezoning request:

1. Why was this site chosen?

The current landowner has indicated that the sites have been selected for two large box retail buildings.

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

The center mixed use zoning designation does not accommodate large box retail development.

3. How will this rezoning impact surrounding properties?

The rezoning is compatible with the surrounding zoning designations of RD, CTR-5 & CTR-8

4. How will this rezoning impact the school system?

The rezoning to SC- Shopping Center will not create a demand on the school district.

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

12. Quantitative Data:

A. Total # of dwelling units 0

B. Distribution of dwelling units by type N/A

C. Gross Residential Density per acre N/A

D. Total amount of Open Space TBD at site plan review

E. Proposed Non-Residential Floor Area 277,000 +/- s.f.

13. Development Schedule:

Start TBD once a site plan is filed

Finish _____

Stages (# of) _____

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

The subject land is privately owned and its future disposition is unknown.

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

unkown

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

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

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

Figure 6 and Section 3.3.2 of the Town's Comprehensive Plan support the future use of the premises for a regional shopping center district. The proposed SC-Shopping Center zoning is compatible with the surrounding mixed use districts as it also allows attached dwelling units and upper story dwelling units. The premises being zoned is in excess of 50 acres and will serve a larger regional area for users outside of the Town of Amherst.

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

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.

   Amendments to the Comprehensive Plan are not necessary.

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

   The change allows for 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.

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

1. Sanitary Sewer adequate sewer capacity should exist for the intended retail uses
2. Storm Sewer/Drainage all drainage impacts will be mitigated for at site plan review
3. Water adequate public water will be available
4. Other

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

The proposed zoning is compatible with the CTR- 5, CTR-8 and RD zoning surrounding to the west and south.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: The subject property is currently zoned for mixed-use. The current zoning does not permit commercial retail development at a scale and form commensurate with this site.

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

The proposed zoning change is consistent with market demands for large box retail in proximity to the strong existing retail market contiguous to the premises on the west.

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

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

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

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

_____
Signature of Petitioner

Subscribed and sworn to before me this _____ *day of* _____, *20*_____

Notary Public, Erie County, New York _____

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

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

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

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

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

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

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

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Rezoning Application Requirements and Checklist

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

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

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

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

For official use only:

_____

Approved/Date

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

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: Rezoning Request - Former Ridge Lea Campus		
Project Location (describe, and attach a general location map): 4150,4200,4224, 4228 and part of 4252 Ridge Lea Road & 256,270,280 & 306 Meyer Road		
Brief Description of Proposed Action (include purpose or need): Rezoning of approximately 52 +/- acres of previously developed land from CTR-5. & CTR-8, to SC- Shopping Center district to accommodate two large box retail buildings totaling 277,000 +/- s.f. of building area.		
Name of Applicant/Sponsor: Town of Amherst	Telephone: (716) 631-7051 E-Mail: dulatowski@amherst.ny.us	
Address: 5583 Main Street		
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): Benderson 85-1 Trust	Telephone: E-Mail:	
Address: 7978 Cooper Creek		
City/PO: University Park	State: FL	Zip Code: 34201

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

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	Amherst Town Board - Rezoning Approval	October 28, 2022
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Amherst Planning Board -Rezoning reccommendation	October 28, 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 DEP -GML 239m Erie County DPW - review	October 28, 2022
f. Regional agencies ☐Yes ☐No		
g. State agencies ☐Yes ☑No		
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

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

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☑Yes ☐No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes ☑No

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
CTR-5 & CTR- 8

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? SC- Shopping Center District

C.4. Existing community services.

a. In what school district is the project site located? Sweet Home Central School District

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

c. Which fire protection and emergency medical services serve the project site?
North Bailey Fire Protection & Ellicott Creek Fire District

d. What parks serve the project site?
None

D. Project Details

D.1. Proposed and Potential Development

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

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

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

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

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

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

If Yes, show numbers of units proposed.

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

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

If Yes,

i. Total number of structures _____

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

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

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

If Yes,

i. Purpose of the impoundment: _____

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

_____

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

_____

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

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

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

_____

D.2. Project Operations

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

If Yes:

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

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

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

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

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____

_____

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

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

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

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

ix. Summarize site reclamation goals and plan: _____

_____

_____

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

If Yes:

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

_____

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

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

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

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

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: _____ gallons/day

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

- Name of district or service area:
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

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

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

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

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

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

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

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

i. Total anticipated liquid waste generation per day: _____ gallons/day

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

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

- Name of wastewater treatment plant to be used:
- Name of district:
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

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

If Yes:

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

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

If Yes:

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

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

_____

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

_____

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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

_____

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

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

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

If Yes, identify:

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

_____

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

_____

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

_____

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

If Yes:

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

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

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

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

If Yes:

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

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

_____

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

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

_____

_____

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

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend

☐ Randomly between hours of _____ to _____.

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

_____

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

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

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

_____

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

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

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

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

If Yes:

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

_____

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

_____

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

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

i. During Construction:

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

ii. During Operations:

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

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

If yes:

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

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

Describe:

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

If yes:

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

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

Describe:

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

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

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction:
- Operation:

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

- Construction:
- Operation:

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

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

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

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

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

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

_____
_____

e. Does the project site contain an existing dam? ☐Yes ☐No
If Yes:
i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

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

_____
_____

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

- If yes, cite sources/documentation: _____

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

_____
_____

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

_____

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

_____
_____

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

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

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

_____
_____

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

_____
_____

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

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

E.2. Natural Resources On or Near Project Site

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

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

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

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

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

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

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: _____

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

n. Does the project site contain a designated significant natural community? ☐Yes ☐No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☐No
If Yes:
i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☐No
If Yes:
i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☐No
If yes, give a brief description of how the proposed action may affect that use: _____

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

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☐No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☐No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☐No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

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

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: _____

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

iii. Distance between project and resource: _____ miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

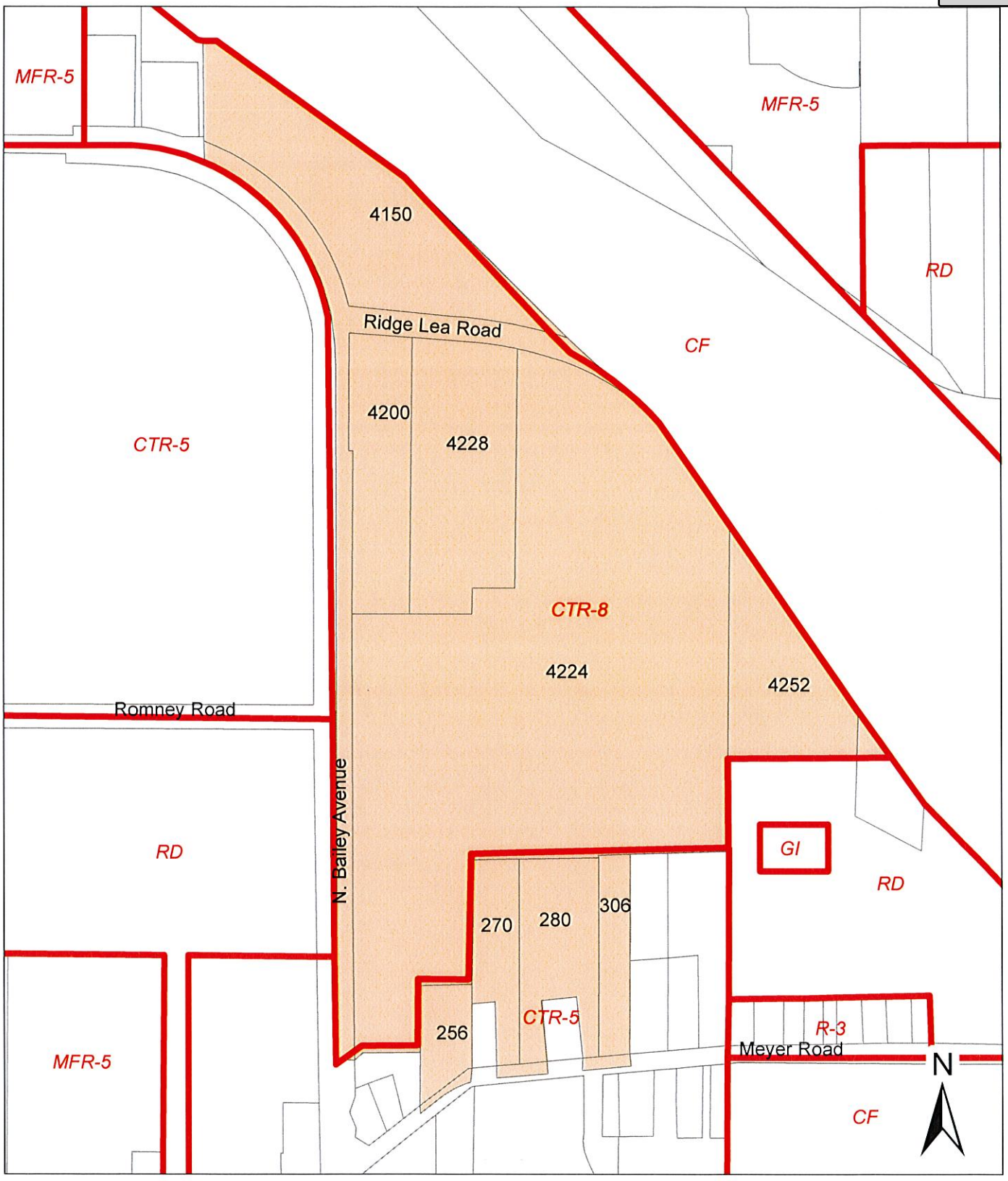
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Daniel J. Ulatowski, AICP Date October 28, 2022

Signature_  Title Assistant Planning Director/ZEO

PRINT FORM

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)



4150,4200,4224, 4228 and Part of 4252 Ridge Lea Road

Parcel ID: 54.01-2-12.111, 54.02-1-45,54.02-1-44.2, 54.02-1-43
Address: 4150, 4200, 4228, 4224 & Part 4252 Ridge Lea Road
Owner: Benderson 85-1 Trust
Size 52 +/- acres to C/L ROW
Zoning: CTR-8 & CTR-5 to SC - Shopping Center

October 28, 2022

Legend

Existing Zoning
SC- Proposed Shopping Center

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

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: November 2, 2022

SUBJECT: Request to Rezone 52±Acres of Land from **CTR-5 & CTR-8 to SC, Z-2022-11**
Property Location: **4150,4200,4224,4228 & portion of 4252 Ridge Lea Rd & 256,270,280,& 306 Meyer Rd**
Petitioner: **Town of Amherst**

Assessor agrees with all statements made

cc: Scott Marshall, Principal Planner

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Amherst

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

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

MEMORANDUM

November 1, 2022

RECEIVED
NOV 01 2022
TOWN ATTORNEY

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

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

SUBJECT: REQUEST TO REZONE 52± ACRES OF LAND FROM CTR-5 & CTR-8 TO SC, **Z-2022-11**; PROPERTY LOCATED AT **4150, 4200, 4224, 4228 & PORTION OF 4252 RIDGE LEA ROAD AND 256, 270, 280 & 306 MEYER ROAD**. TOWN OF AMHERST, 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:** 11/1/22

DU/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-11_(4150_4200_ 4224 & 4228 Ridge Lea Road\Z-2022-11_Transmittal_110122.doc
cc: Scott Marshall, Principal Planner

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Amherst

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

RECEIVED
NOV 04 2022
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

November 1, 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)
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Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT
Erie County DPW – Division of Highways
NYSDEC

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

SUBJECT: REQUEST TO REZONE 52± ACRES OF LAND FROM CTR-5 & CTR-8 TO SC, **Z-2022-11**; PROPERTY LOCATED AT **4150, 4200, 4224, 4228 & PORTION OF 4252 RIDGE LEA ROAD AND 256, 270, 280 & 306 MEYER ROAD**. TOWN OF AMHERST, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 11/3/22

DU/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-11_(4150_4200_ 4224 & 4228 Ridge Lea Road\Z-2022-11_Transmittal_110122.doc
cc: Scott Marshall, Principal Planner

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Amherst

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

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

MEMORANDUM November 1, 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
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT
Erie County DPW – Division of Highways
NYSDEC

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

SUBJECT: REQUEST TO REZONE 52± ACRES OF LAND FROM CTR-5 & CTR-8 TO SC, **Z-2022-11**; PROPERTY LOCATED AT **4150, 4200, 4224, 4228-4230 & PORTIONS OF 4252-4258 & NO ADDRESS RIDGE LEA ROAD AND 256, 270, 280 & 306 MEYER ROAD**. TOWN OF AMHERST, PETITIONER.

REVIEW:

Do you agree with all statements made? Change in land use has potential transportation impacts. Reserving comments related to Transportation until Site Plan Review.

If you do not, briefly state why: _____

_____

General comments relative to your agency interests: Traffic Impact Study is required at time of Site Plan.

_____

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

_____

_____

_____

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

Signature: _____ **Date:** 11/3/22
Christopher Schregel, Traffic Safety Coordinator

DU/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-11_(4150_4200_ 4224 & 4228 Ridge Lea Road\Z-2022-11_Transmittal_110122.doc
cc: Scott Marshall, Principal Planner

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Amherst

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

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

MEMORANDUM

November 1, 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
Joseph Buffamonte, SEQR Review Coordinator, NYSDOT
Erie County DPW – Division of Highways
NYSDEC

RECEIVED
NOV 14 2022
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 52± ACRES OF LAND FROM CTR-5 & CTR-8 TO SC, **Z-2022-11**; PROPERTY LOCATED AT **4150, 4200, 4224, 4228 & PORTION OF 4252 RIDGE LEA ROAD AND 256, 270, 280 & 306 MEYER ROAD**. TOWN OF AMHERST, 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: _____ **Date:** 11/4/22
MARTIN PARKING SR. DEPTA

DU/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-11_(4150_4200_ 4224 & 4228 Ridge Lea Road\Z-2022-11_Transmittal_110122.doc
cc: Scott Marshall, Principal Planner

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

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

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

DO NOT WRITE IN THIS SPACE
Case No.: M617-22-65
Postmark/Delivery Date: 11/1/22

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

§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** November 17, 2022 **Time** 6:30 PM **Location** 5583 Main Street, 14221

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

4. Action consists of: ☐ New Ordinance ☑ Rezone/Map Change ☐ Ordinance Amendment
☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other: _____

5. Location of Property: ☐ Entire Municipality ☑ Address: 4150,4200,4224 part of 4252 Ridge Lea Rd. & 256,270,280 & 306 Meyer Road

5a. S.B.L. of Property: _____

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)* Rezoning of 52+/- acres of developed land from CTR-5 and CTR-8 to SC- Shopping Center District

8. Other remarks: _____

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

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

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 11/1/22**. 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: Daniel M. Hall **Date:** 11/15/22

ZR1
Revised 5/22

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

November 15, 2022

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

Re: **SEQR Lead Agency Request for Rezoning Action**

Location: **4150, 4200, 4224, 4228, and Part of 4252 Ridge Lea Road & 256, 270, 280, and 306 Meyer Road, Town of Amherst**
Review No.: **M617-22-667**

Dear Mr. Ulatowski,

Pursuant to Article 8 of the New York Environmental Conservation Law, the Erie County Department of Environment and Planning (DEP) is in receipt of the above-referenced lead agency solicitation received on November 1, 2022, and consents to the Town of Amherst acting as lead agency in the environmental review of this action.

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

Sincerely,

David Hall
Planner

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

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

November 23, 2022

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

SEQR Lead Agency Coordination
Former Ridge Lea Campus Rezoning
Town of Amherst, Erie County

Dear Daniel Ulatowski,

This letter is to acknowledge receipt of your October 31, 2022 notice which requested State Environmental Quality Review Act (SEQR) Lead Agency status for the above-noted action. The New York State Department of Environmental Conservation (NYSDEC) concurs that the Town of Amherst should act as SEQR Lead Agency for this action. However please be aware of the following:

1. If project activities will involve land disturbance of 1 acre or more, the project sponsor, owner or operator is required to obtain a State Pollutant Discharge Elimination System General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001). This General Permit requires the project sponsor, owner or operator to control stormwater runoff according to a Stormwater Pollution Prevention Plan (SWPPP), which is to be prepared prior to filing a Notice of Intent (NOI) and prior to commencement of the project. More information on General Permit GP-0-20-001, as well as the NOI form, is available on the NYSDEC website at www.dec.ny.gov/chemical/43133.html. Information on permitting requirements and preparation of a necessary Stormwater Pollution Prevention Plan (SWPPP) is available on the NYSDEC website at www.dec.ny.gov/chemical/8468.html.

   The Town of Amherst is designated as an MS4 community. The project sponsor, owner or operator of a construction activity that is subject to the requirements of a regulated, traditional land use control MS4 shall have their SWPPP reviewed and accepted by the MS4 community. The "MS4 SWPPP Acceptance" form must be signed by the principle executive officer or ranking elected official from the MS4 community, or by a duly authorized representative of that person, and submitted along with the NOI, to the NYSDEC at NOTICE OF INTENT, NYSDEC, Bureau of Water Permits, 625 Broadway, 4th Floor, Albany, New York 12233-3505, telephone: 518-402-8111 to receive NYSDEC approval before construction commences.

NEW YORK STATE | Department of Environmental Conservation

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

2. This proposed project requires a sanitary sewer connection that is designed to convey 2,500 gallons/day or more of municipal sewage and is therefore considered a sanitary sewer extension. The Erie County Health Department, 503 Kensington Avenue, Buffalo, New York 14214, telephone: 716/961-6800, which acts as our agent, will be the approving agency.

   A detailed Downstream Sewer Capacity Analysis must be performed and submitted for the proposed project. Recent wet weather flow monitoring data and proposed new development flow should be analyzed relative to theoretical capacity at key nodes in the downstream sewer system and at pump stations (if any) to determine if capacity exists.

   Recent wet weather system flow data can consist of:

   - Comprehensive information from recent Sanitary Sewer System Evaluation Studies, or

   - Wet weather data collected at (minimum of 3) key downstream nodes specified by the municipality.

     - This dated information can consist of instantaneous flow measurements or continuous flow or sewer depth measurements obtained during significant wet weather events, preferably during high groundwater conditions. Peak sewer flow recording methods are an acceptable method to collect this information.
     - Depth or flow measurements should continue until a significant wet weather event occurs, but would not have to extend beyond three months. A significant wet weather event is considered to be a daily rainfall amount of ½" or greater.

   The Downstream Sewer Capacity Analysis must also contain a narrative and a detailed map showing the downstream routing of sewers from the proposed project site to the Wastewater Treatment Plant. Line sizes, theoretical capacity and pump stations must be identified and included in the analysis.

   This Downstream Sewer Capacity Analysis, as well as any required infiltration and inflow (I/I) rehabilitation offset work, should be part of the Project's Engineering Report. These items must be received as part of a complete sanitary sewer extension plan submission from the municipality (sewer owner) that signs the "Application for Approval of Plans" form. If adequate capacity is not available, the sewer extension will not be approved until an acceptable remediation plan is developed.

3. Portions of this site appears to be within an archaeologically sensitive area based on information obtained through the Cultural Resource Information System (CRIS) on the New York State Office of Parks, Recreation and Historic Preservation's (OPRHP) website at https://cris.parks.ny.gov/. As part of the SEQR process, this concern

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

should be evaluated, unless it can be verified by appropriate documentation that the sites have been significantly disturbed in a way that would destroy potential artifacts. It is noted that project sponsors have consulted with OPRHP. Please note that any future changes to project plans would require further consultation with OPRHP. Please recognize that normal agricultural activities, such as plowing, would not constitute such land disturbance. If there are any questions regarding this, contact OPRHP (telephone: 518/237-8643).

4. Hydric soils were identified within portions of the proposed project site. The project sponsor should consult with the United States Department of the Army, Corps of Engineers Office (COE), telephone: 716/879-4330, concerning COE regulatory jurisdiction to ensure that the project will not involve federally regulated wetlands or require any other approval from that agency. If Federal Wetlands are involved, the COE may require the project sponsor to obtain a Section 401 Water Quality Certification (WQC) from DEC. Information on WQCs is available on the DEC's website at https://www.dec.ny.gov/permits/6546.html.

Sincerely,

David S. Denk

David S Denk
Regional Permit Administrator

DSD:kmc

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

COUNTY OF ERIE

WILLIAM E. GEARY, JR.
COMMISSIONER

DEPARTMENT OF PUBLIC WORKS
RATH BUILDING 14TH FLOOR

TELEPHONE:716.858.8300
FAX: 716.858.8228

December 16, 2022

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

Re: Rezone of 52 acres
Portions of Ridge Lea and Meyer Roads
Lead Agency Solicitation
(T) of Amherst, Erie County NY

Dear Mr. Ulatowski:

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

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

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

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

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

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Carrato, Amy

From: Uthman, Vianne
Sent: Monday, November 14, 2022 10:05 AM
To: Carrato, Amy; Howard, Dan
Subject: FW: **FW: Feedback via the Town Boards and Committees [#152]

This Request does not apply to the ZBA. I believe this would be for the Planning Board.
Thank you,
Vianne

From: Cerra, Dawn
Sent: Monday, November 14, 2022 9:18 AM
To: Uthman, Vianne ; Ann Nichols
Cc: Berger, Jacqualine ; Bucki, Debbie ; Lavin, Shawn A. ; Szukala, Michael
Subject: **FW: Feedback via the Town Boards and Committees [#152]

The email below came via the Boards and Committees portal.

Thank you kindly,

Dawn

Councilmembers' Office
Municipal Building
5583 Main Street
Williamsville, NY 14221
Website: www.amherst.ny.us
Office: 716-631-7013
Amherst: Ambitious Citizens, Amazing Community, Ample Opportunities.

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Thursday, November 10, 2022 9:07 PM
To: Cerra, Dawn <dcerra@amherst.ny.us>
Subject: Feedback via the Town Boards and Committees [#152]

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.

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Name*:	Kay Mary
Address:	68 Westcliffe Dr Amherst, New York 14228

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Phone*:	716-866-1458
Email:	kaymarciano@hotmail.com
Please select the Board or Committee you wish to contact*:	Zoning Board of Appeals
Comment/Question/Etc.:	I would like to voice my opinion about rezoning for Costco on Ridge Lea. I am very concerned if that happens there will be a problem with traffic coming off the 290 and needing to make a left on Ridge Lea This will cause terribleTraffic jams. Costco will attract shoppers from all over and they will be exiting the 290 and need to turn onto Ridge Lea. Niagara Falls Blvd is already unable to handle all the stores already in the area. The move of TJ Max has already caused issues and there is not enough parking to handle the shoppers.

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Carrato, Amy

From: Geri Dicosmo <myrsaysno2@yahoo.com>
Sent: Wednesday, November 16, 2022 2:36 PM
To: Carrato, Amy
Subject: Questions regarding rezone request 52+ acres from CTR-5 & CTR-8 to SC Z-2022-11

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.

11/16/2022
Good Afternoon Amy:

We have several questions for the planning department related to the above mentioned rezone, and we are requesting that the questions and answers submitted here be made part of the public record. Any questions not answered at the public meeting we request be answered in writing and also be submitted into the public record.

1). Is there a cost to rezone property?
If the answer is NO then you're stating that no one from the town who is drawing a tax payer funded salary is working on this rezoning?

2). Why isn't Benderson, the property owner, acting as the petitioner for rezoning their property since this is ultimately for their financial benefit?

3) We understand that in order to use a parcel for a shopping center it must be minimum of 50 acres, we also understand that this parcel does not qualify unless the retention pond is included in the parcel. It appears that the property to be used for the SC does NOT meet the qualifications and should be disqualified for that use. Since the retention pond is not usable shopping center space, how can it be included for such use except to bend the rules so that 2 oversized retailers can utilize the space for the benefit of the developer?

4). We have been very vocal and protective of our hamlet neighborhood and we have been assured time and again by Mr. Boglioli, the Benderson representative, that THERE WILL BE NO ACCESS TO MEYER RD. However the most recent property acquired by Benderson is at 306 Meyer rd which is located directly across from Bowmart Rd. We are very suspicious and want to know will this property which abuts Meyer rd be used as a curb cut to make a 4 way intersection at Meyer, Bowmart and a New road extending to the new retail development? Mr. Boglioli has assured us throughout our objections that there would be no adverse impact to the residents of Meyer Rd, a cross road would have significant detrimental impact to the residents of Meyer Rd. only adding to the adverse impact from all the Benderson projects.

We look forward to attending the meeting and to the responses to these questions .

Sincerely,

Geri DiCosmo
William Kleis

,

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

Sent from Yahoo Mail for iPad

Attachment: Z-2022-11 TB letter packet 011723 (RES-2023-76 : Adoption of Local Law Ridge Lea & Meyer Rd)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27168 **RESOLUTION 2023-130** **ROLL CALL VOTE (ADOPTED)**

SEQR Determination Z-2022-07, 4110-4120 Sheridan Drive

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

RESOLVED, that this Town Board as SEQR Lead Agency has reviewed a request for a rezoning at 4110-4120 Sheridan Drive and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, and be it further

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

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None

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

D R A F T
(February 13, 2023)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2022-07

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

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

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

Title of Action: Rezoning Request.

SEQR Status: Type I Action.

Description of Action: Rezoning of 6.27± acres of land from General Business District (GB) to Deep Corridor 5 District (DC-5) to allow for the future development of a commercial office building.

Location: 4110-4120 Sheridan Drive (portion),
Town of Amherst, Erie County, New York

Petitioner: Amherst Commons LLC

Attachment: Z-2022-07_Draft TB Neg Dec (RES-2023-130 : SEQR Determination - Z-2022-07, 4110-4120 Sheridan Drive)

Attachment: Z-2022-07_Draft TB Neg Dec (RES-2023-130 : SEQR Determination - Z-2022-07, 4110-4120 Sheridan Drive)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 6.27± acres of land from General Business District (GB) to Deep Corridor 5 District (DC-5) for a proposed commercial office building will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on July 25, 2022 reviewed the application and EAF submitted on July 18, 2022, and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on August 2, 2022 reviewed the application and EAF submitted on July 18, 2022, and has no objection or comments on the proposed rezoning.

4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from General Business District (GB) to Deep Corridor 5 District (DC-5). Neighboring uses are single family residential to the north and east zoned Residential District Three (R-3), automobile collision and automobile sales to the south and east zoned Commercial Service District (CS) and General Business District (GB) respectively, and the NYS I-290 to the west zoned Community Facilities District (CF); therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to Deep Corridor 5 District (DC-5) for a proposed commercial office buildingwill not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to Deep Corridor 5 District (DC-5) for the proposed commercial office building will not create any hazard to human health.

8. The rezoning to Deep Corridor District 5 (DC-5) will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed commercial office building will be consistent with the scale of surrounding land uses.

9. The rezoning to Deep Corridor District 5 (DC-5) for the proposed commercial office building will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on September 13, 2022 indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on August 2, 2022, Engineering on July 25, 2022, Assessor on July 26, 2022, Fire Chiefs' Council on August 29, 2022, Right-of-Way Agent on July 27, 2022, Town Attorney on August 2, 2022 along with outside agencies including the New York State Department of Environmental Conservation on September 12, 2022. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

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

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

TV/ac
X:\Current_Planning\Files\Rezonings\2022\Z-2022-07_(4110-4120_Sheridan_Dr)_2022\Z-2022-07_Draft TB Neg Dec.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDEC
NYSDOT
Sheridan Commons LLC, c/o Sean Hopkins, Esq., 5500 Main St., Suite 242, Williamsville, NY 14221
Chris Wood, Carmina Wood Design, 487 Main Street, Suite 500, Buffalo, NY 14203

Attachment: Z-2022-07_Draft TB Neg Dec (RES-2023-130 : SEQR Determination - Z-2022-07, 4110-4120 Sheridan Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27169 **RESOLUTION 2023-131** **ROLL CALL VOTE (ADOPTED)**

Adoption of Local Law to Amend the Zoning Map Z-2022-07, 4110-4120 Sheridan Drive (Portion)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of November 17, 2022 that the proposed Deep Corridor 5 District zoning at 4110- 4120 Sheridan Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

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

1. Maintenance of a 100-foot-wide green-space buffer along the entire northerly line of the property, including the retention of existing woods (the "***Permanent Open Space***").

2. During the site plan review process for the future development of 4110-4120 Sheridan Drive, the Petitioner in collaboration with the Town's Landscape Architect shall evaluate provision of additional evergreen trees within the southernmost portion of the Permanent Open Space for the purpose of providing additional screening for the benefit of homeowners on Park Forest Drive.

3. Prior to the commencement of any construction activities on 4110-4120 Sheridan Drive, the Petitioner shall install a temporary construction fence along the southern boundary of the Permanent Open Space to ensure that construction activities in furtherance of the development of 4110-4120 Sheridan Drive shall not result in any disturbance to the Permanent Open Space.

4. The Petitioner consents to the Town Board amending the zoning classification of the 100 ft. of Permanent Open Space from General Business District ("GB") to Recreation Conservation District ("RC").

5. No building foundation will be constructed closer than 175 feet to the northerly property line, nor will any building foundation be constructed closer than 50 feet from the eastern property line. If the maximum height of any office building to be constructed on the parcel at 4110-4120 Sheridan Drive exceeds 48 ft., then the minimum required building setback from the northerly property line shall be increased from 175 feet to 225 feet.

6. Any buildings to be constructed on the parcel at 4110-4120 Sheridan Drive shall have a maximum height of 65 feet, including the stair and utility towers.

7. Any light standards to be installed within 50 ft. of the southern boundary of the 100 ft. of Permanent Open Space shall have a maximum height of 15 ft. Parking lot lighting to be installed on the parcel at 4110-4120 Sheridan Drive shall be properly shielded so as to deflect light away from residential uses to the north and east of the parcel at 4110-4120 Sheridan Drive. The maximum allowed illumination level as measured at the southern boundary of the 100 ft. of Permanent Open Space shall be 0.2 footcandles. The Petitioner shall submit a Photometric Plan during the Site Plan Application review process for the development of 4110-4120 Sheridan Drive demonstrating compliance with the above lighting requirements.

8. Hotel construction will be located along the westerly property line and will be set back a minimum of 330 feet from the said northerly property line.

9. The height of the hotel shall be restricted to a maximum overall height of 55 feet including the stair and utility towers.

2/13/2023

Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27171 **RESOLUTION 2023-132** **ROLL CALL VOTE (ADOPTED)**

Adoption of Local Law to Amend the Zoning Map Z-1996-32A, 4110-4120 Sheridan Drive (Portion)

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

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of November 17, 2022 that the proposed modification of a Declaration of Restrictions for 4110- 4120 Sheridan Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the previous conditions of a zoning action subject to the following conditions as recommended by the Planning Board;

1. Maintenance of a 100-foot-wide green-space buffer along the entire northerly line of the property, including the retention of existing woods (the "***Permanent Open Space***").

2. During the site plan review process for the future development of 4110-4120 Sheridan Drive, the Petitioner in collaboration with the Town's Landscape Architect shall evaluate providing additional evergreen trees within the southernmost portion of the Permanent Open Space for the purpose of providing additional screening for the benefit of homeowners on Park Forest Drive.

3. Prior to the commencement of any construction activities on 4110-4120 Sheridan Drive, the Petitioner shall install a temporary construction fence along the southern boundary of the Permanent Open Space to ensure that construction activities in furtherance of the development of 4110-4120 Sheridan Drive shall not result in any disturbance to the Permanent Open Space.

4. The Petitioners consents to the Town Board amending the zoning classification of the 100 ft. of Permanent Open Space from General Business District ("GB") to Recreation Conservation District ("RC").

5. No building foundation will be constructed closer than 175 feet to the northerly property line, nor will any building foundation be constructed closer than 50 feet from the eastern property line. If the maximum height of any office building to be constructed on the parcel at 4110-4120 Sheridan Drive exceeds 48 ft., then the minimum required building setback from the northerly property line shall be increased from 175 feet to 225 feet.

6. Any buildings to be constructed on the parcel at 4110-4120 Sheridan Drive shall have a maximum height of 65 feet, including the stair and utility towers.

7. Any light standards to be installed within 50 ft. of the southern boundary of the 100 ft. of Permanent Open Space shall have a maximum height of 15 ft. Parking lot lighting to be installed on the parcel at 4110-4120 Sheridan Drive shall be properly shielded so as to deflect light away from residential uses to the north and east of the parcel at 4110-4120 Sheridan Drive. The maximum allowed illumination level as measured at the southern boundary of the 100 ft. of Permanent Open Space shall be 0.2 footcandles. The Petitioner shall submit a Photometric Plan during the Site Plan Application review process for the development of 4110-4120 Sheridan Drive demonstrating compliance with the above lighting requirements.

8. Hotel construction will be located along the westerly property line and will be set back a minimum of 330 feet from the said northerly property line.

9. The height of the hotel shall be restricted to a maximum overall height of 55 feet including the stair and utility towers.

2/13/2023

Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and approved via Roll Call vote 4-1 (nay, Bucki).

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 27166 **RESOLUTION 2023-133** **ADOPTED**

Authorized Contract W/ Bolton St. Johns - CRS #3858

Please authorize Supervisor to sign the attached contract with Bolton St. Johns pending successful completion of contract routing system.

2/13/2023
Consent

FINANCIAL IMPACT:

A1220-4110 $20,000

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

BOLTON ST. JOHNS
Government Relations & Public Affairs Consulting

The Town of Amherst
Consultant Contract Proposal

To Whom It May Concern:

Thank you for presenting an opportunity for interested consultants to contract with and advocate on behalf of the The Town of Amherst("TOA"). BSJ is a leading statewide lobbying firm with offices in Albany, New York City, Western New York and Washington DC, specializing in state and local government relations.

Our sophisticated lobbying strategies have resulted in significant success stories for our clients, including the allocation of tens of millions in state and federal funding, legislative and regulatory victories, and building positive relationships with the state's top elected and appointed officials. We are fully confident that our firm's experience and deep connections will yield positive outcomes for TOA. If given the opportunity, BSJ will provide TOA with the highest levels of government relations services designed to maximize results.

BSJ provides a full complement of lobbying services including legislative advocacy, regulatory representation, communications consultation, procurement and business development. Our firm is regularly ranked among the top three lobbying firms in New York State. Lobbyists at BSJ come from diverse backgrounds including the top levels of government, labor, political campaigns, non-profits and law, giving BSJ a competitive edge in understanding the values and viewpoints of our clients.

Sincerely,

Giorgio DeRosa
Partner

Albany: **(518) 462-4620** - 146 State Street - Albany, NY 12207 - Fax (518) 426-1631
New York City: **(212) 431-4748** - 250 Greenwich Street - Suite 4641 - New York, NY 10007
www.boltonstjohns.com; Derosa@boltonstjohns.cpm

Attachment: Bolton St Johns Contract w Signature (RES-2023-133 : Authorized Contract with Bolton St. Johns - CRS #3858)

BOLTON ST. JOHNS
Government Relations & Public Affairs Consulting

Scope of Work

The firm's partners have over 100 years of combined experience in government and politics, providing TOA with access and support at the city, state, and federal levels that is unparalleled in the industry. We have represented a wide range of clients, including public authorities, municipal entities, Fortune 500 companies, non-profits, labor unions, advocacy organizations, technology start-ups, major sports leagues, cultural institutions, business associations, public and private universities, and government agencies. Some of our major clients include Verizon, Google, Equinor, Cypress Creek Renewables, Southern Glazer's Wind & Spirits, Ticketmaster/Live Nation Entertainment, and NetJets. BSJ also represents the African Heritage Food Co-op, the Western Regional OTB, and the City of Niagara Falls in Western New York. BSJ currently represents over 200 clients, so we are constantly meeting and working with elected/appointed officials and staff.

Throughout our engagement with our various clients, we have consulted on many issues that have given us unique expertise in understanding the state, federal and international landscape of economic development and commerce.

Bolton St. Johns would serve as a strategic partner and advocate to the TOA on its goals to engage international stakeholders on its international business commerce project by attending and scheduling necessary meetings, maintaining the goals and benchmarks to see the project through to its fruition as well as contribute unique insight in hopes of bolstering the overall success of the project.

Our firm is confident in our ability to conduct business with foreign markets. Our clients are often companies and entrepreneurs who have decided to bring their international businesses to New York State. Our confidence comes from our skills in maneuvering cultural differences, understanding international socio-economic influence, currencies, and fluency in global logistics/operations. Our team of consultants provides aid in research, planning, and strategy. As a client, the TOA will be partnered with experienced consultants from WNY to NYC, each with their specialties, to help shape the strategic approach to your proposed project.

Client References

1) Bolton-St. Johns has worked with Hudson (previously Hudson News) since 2016. We have maintained excellent relationships with the Port Authority and MTA during that time and helped Hudson navigate concession issues at New York's major airports including JFK, LaGuardia, and Stewart as well as MTA facilities and the Port Authority Bus Terminal. When travel concessions nearly ceased to exist with the onset of COVID, Bolton-St. Johns facilitated rent relief for Hudson and has been instrumental in the company's gradual return to normalcy.

2) Bolton-St. Johns is currently retained by long-time client, NetJets, an aviation company, where we have been successful in negotiations related to aviation tax treatments. BSJ is presently working with NetJets as they interface with the Westchester county airport aviation authority and the FAA on renovating NetJet's NYS-based operation in White Plains, NY.

Attachment: Bolton St Johns Contract w Signature (RES-2023-133 : Authorized Contract with Bolton St. Johns - CRS #3858)

BOLTON ST. JOHNS
Government Relations & Public Affairs Consulting

3) Bolton-St Johns is currently retained by Bus Patrol, a client specializing in school bus AI-enabled stop-arm cameras. BSJ has been integral in project implementation in Albany County, Rensselaer County, and the City of Rensselaer. Bus Patrol is also seeking contracts with the City of Glen Cove and Nassau County, where terms of engagement and agreements are expected soon.

4) Bolton-St Johns is currently retained by The City of Niagara Falls, a municipal client who has retained our services to consult on expanding its tourism district. BSJ has been a vital partner in the city's strategic approach to proposed year-round tourism projects that would benefit the city's community in economic and workforce development.

Key Personnel

- Kathleen Achibar
- John Albert
- Giorgio DeRosa

Kathleen Achibar started her political journey in 2017, working on a Judicial re-election Campaign for Buffalo City Court Judge Betty Calvo-Torres, the first Latina to serve on the Buffalo City Court bench appointed by Mayor Byron W. Brown. During her time in politics, Kathleen has worked on numerous political campaigns in Western New York at the Federal, State, and Local level. At the local level, Kathleen has worked on or volunteered her time to the Brown4Buffalo re-election campaign(s) and the WNY democratic state legislative delegations' re-election campaigns. As a government staffer Kathleen has worked for New York State Assembly Majority Leader Crystal D. Peoples-Stokes as Deputy Press Secretary and U.S. Senate Majority Leader Charles E. Schumer as WNY Deputy Regional Director. Throughout her time with Majority Leader Schumer, Kathleen's work was focused on WNY-based counties; in doing so, she cultivated strong relationships with leadership in Niagara, Erie, Chautauqua, and Cattaraugus.

Kathleen was raised in Syosset, NY, and graduated from the University at Buffalo. She is a Senior Associate at Bolton St. Johns, the WNY VP of the New York State Young Democrats, and serves on Eleanor's Legacy's Innovation Council.

John Albert is a Partner at Bolton St. Johns. His advocacy portfolio has included leading New York City non-profits, cultural organizations and business corporations. He has advocated in support of internationally recognized corporations and advised their business operations to help them strategically plan for the changing legal and regulatory environment of New York City. Throughout his career John has secured millions in City and State funding for youth, after-school programs, at-risk populations, parks and cultural institutions.

John has a strong track record of working with coalitions to bring about policy change. Past accomplishments include successfully advocating for passage of New York State's Anti-Stalking law, Anti-Hate Crimes law and expansion of New York City's after-school programs. Notably, John helped

Attachment: Bolton St Johns Contract w Signature (RES-2023-133 : Authorized Contract with Bolton St. Johns - CRS #3858)

BOLTON ST. JOHNS
Government Relations & Public Affairs Consulting

the United States Tennis Association secure the land-use and community approvals needed for major upgrades to the Billy Jean King National Tennis Center in Flushing Meadows Corona Park.
Before joining Bolton-St. Johns' New York City team, John served as Counsel at Manatt, Phelps & Phillip, VP of External Relations at The After-School Corporation and as Senior Director of Government Relations at Victim Service, Inc. (now Safe Horizon).

John was raised and currently resides in Queens with his wife and two children where he is deeply connected to the fabric of community through his participation in political and civic organizations. John holds a Juris Doctor and is admitted to practice before the New York and Connecticut Bar. He was the former Chair of the State Affairs Committee of the New York City Bar Association and has held Board positions at the Brooklyn Technical High School Alumni Foundation, New Destiny Housing Corporation, Crossover Basketball and Scholars Academy and Taking Our Seat.

Giorgio DeRosa opened the Albany office of Bolton-St. Johns in 1996, elevating the firm from its New York City roots to a government relations powerhouse that has been consistently ranked among the top five lobbying firms in New York State. He has grown the firm from three employees to over thirty, and expanded operations with a Western New York office located in Buffalo, providing coverage throughout the state.
As a lobbyist, Giorgio has serviced clients in nearly every sector of the economy, developing and executing strategies on a diverse range of issues such as labor, technology, telecommunications, energy, gaming, Native American affairs, development, insurance and education, among others. With 30 years of experience, he has extensive knowledge of the legislative process and what it means to New York State clients.

He has worked on several successful procurement projects, including the New York State Medical Marijuana Program, the Department of Corrections Inmate Telephone System, the Upstate casino expansion, the New York State Prescription Drug Program, valued at $1 billion per year, and the New York State Mental Health Contract, valued at $120 million per year. He also spearheaded efforts leading to the deregulation of the cellular telephone industry, secured $20 million for a soccer stadium in Rochester, and $8 million for a project with the New York Botanical Gardens.
Prior to joining Bolton-St. Johns, Giorgio was Legislative and Political Director for the 55,000-member Public Employees Federation (PEF). While at PEF, he handled contract negotiations for the union and restructured the PEF PAC. He was the union liaison to the AFL-CIO and the Public Employees Conference. During his tenure, Giorgio was responsible for numerous improvements to the state pension system, including reform bills that allowed Tier 2-4 members to retire at age 55 with 30 years of service without penalty.

Giorgio began his career with the United Auto Workers (UAW), working as a political and union organizer and later served as District Director for Congresswoman Louise Slaughter, where he was responsible for developing and implementing outreach plans with elected officials, labor unions, and constituents.
Giorgio was born and raised in Rochester, NY, and currently resides near Albany with his wife, Maureen, and their dog Jackson. He attributes his tireless work ethic to his parents, who immigrated to the United States from Italy following World War II.

Albany: **(518) 462-4620** - 146 State Street - Albany, NY 12207 - Fax (518) 426-1631
New York City: **(212) 431-4748** - 250 Greenwich Street - Suite 4641 - New York, NY 10007
www.boltonstjohns.com; Derosa@boltonstjohns.cpm

Attachment: Bolton St Johns Contract w Signature (RES-2023-133 : Authorized Contract with Bolton St. Johns - CRS #3858)

BOLTON ST. JOHNS
Government Relations & Public Affairs Consulting

Cost

BSJ proposes a fee of $20,000 for the length of the proposed engagement. The fee is all-inclusive; BSJ does not bill for expenses, except out-of-state travel. The fee covers all related services including any and all meetings, legislative advocacy, regulatory representation, communications consultation, procurement and business development.

Attachment: Bolton St Johns Contract w Signature (RES-2023-133 : Authorized Contract with Bolton St. Johns - CRS #3858)

Albany: **(518) 462-4620** - 146 State Street - Albany, NY 12207 - Fax (518) 426-1631
New York City: **(212) 431-4748** - 250 Greenwich Street - Suite 4641 - New York, NY 10007
www.boltonstjohns.com; Derosa@boltonstjohns.cpm

Bolton St. Johns and the Town of Amherst agree to enter into a contract pursuant to the terms and cost outlined in the Consultant Contract Proposal dated February 1, 2023.

Agreed to and Accepted by:

Bolton St. Johns

By: _____
Signature

_____
Printed Name

2/7/23
Date

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor
Printed Name

_____
Date

Attachment: Bolton St Johns Contract w Signature (RES-2023-133 : Authorized Contract with Bolton St. Johns - CRS #3858)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 27095 **RESOLUTION 2023-134** **ADOPTED**

Appointment to Senior Services Advisory Board

WHEREAS the purpose of the Amherst Senior Center Advisory Board is to support the Mission of the Town of Amherst Department of Senior Services; to advocate for services to support older adults and caregivers and appropriate funding for current and future programming; to foster communication between the Town and the community regarding issues, trends, and public policy affecting older adults; to support and sponsor appropriate program development; and to advise and consult with the Amherst Town Board regarding issues related to senior citizens; and

WHEREAS, the Amherst Senior Center Advisory Board meets five (5) times a year; and

WHEREAS, the Amherst Senior Center Advisory Board shall consist of twelve (12) appointed members; each appointed by a majority of the Amherst Town Board, who shall serve a term or two (2) years and may be appointed for two (2) additional two (2) year terms; and

WHEREAS, the Amherst Senior Center Advisory Board currently has a Board of five (5) members, who shall continue to serve until their term of appointment expires, as follows:

James W. Bardot, Chair, term expires 12/31/2024
Aaron Carlson, member, term expires 12/31/2023
Rhonda Frederick, member, term expires 12/31/2023
Jordana Maisel, member, term expires 12/31/2024
Jay Smith, member, term expires 12/31/2023; and

WHEREAS, the Chairperson is appointed by the Director of Senior Services; and

WHEREAS, James W. Bardot has been selected by the Director of Senior Services, to serve as Senior Center Advisory Board Chairperson for the term to expire 12/31/2024; and

WHEREAS, in addition to appointed members, the following individuals shall serve in ex-officio capacity:

The Honorable Deborah Bruch Bucki, PhD, RN, Liaison to Senior Services
Melissa Abel, Executive Director, Town of Amherst Senior Services
Mary-Diana Pouli, Executive Director, Town of Amherst Youth & Recreation
Assistant Police Chief Michael Camilleri
Dal Giuliani, Executive Director, Amherst Generations Foundation
Ms. Del Szczesniak, President, Senior Center Representatives Council; and

WHEREAS, Dr. Julie Whitbeck-Lewinski has expressed interest in serving on the Senior Services Advisory Board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Julie Whitbeck-Lewinski to serve on the Senior Center Advisory Board for the term to expire

December 31, 2024.

2/13/2023
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Councilmembers
Initiated by: **Jacqualine Berger**
Co-Sponsored by:

DOC ID: 26986 **RESOLUTION 2023-135** **ADOPTED**

Fire Inspector Vehicle Replacements

WHEREAS, the Amherst Fire Safety Division is in need of replacing two stock vehicles; 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 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, two stock vehicles, plus equipment, that is customized to the Town's specifications 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.

2/13/2023
Consent

FINANCIAL IMPACT:

A cost not to exceed $80,000.00 through various Town and State Bid Specifications.

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

1914 Colvin Blvd.
Tonawanda, NY 14150-6995
Phone: (716) 832-2026
www.fmcommunications.com
www.facebook.com/fmcommunicationsinc

SALES QUOTATION 128001136

Bill To:
AMHERST CODE ENFORCEMENT, TOWN OF
5583 MAIN STREET
AMHERST, NY 14221

Ship To:
AMHERST CODE ENFORCEMENT, TOWN OF
5583 MAIN STREET
AMHERST, NY 14221

Vehicle #:
E #:
Order Status:
P.O. #:

Date: 01/11/2023	Customer Rep: Michael Haynes	Terms: NET 30 DAYS

Qty	Item	Description	Unit Price	Extended
FIRE SAFETY RED PICKUP				
15	Labor - Garage	Garage Service	60.00	900.00
1	SSFPOS	HEADLIGHT FLASHER, 160W, 2-OUTLET, 7 FLASH PATTERN	56.00	56.00
2	*MISC ITEM	brackets	15.00	30.00
4	IOND	ION LIGHT RED/WHITE, BLACK HOUSING	126.00	504.00
2	MMSU-1	MAGNETIC MIC KIT	37.00	74.00
1	HHS3200	SIREN AMPLIFIER WITH HAND-HELD CONTROLLER	458.50	458.50
4	TLI2D	ION T-SERIES LINEAR DUO LIGHT - RED/WHITE	121.10	484.40
4	TLIJ	ION T-SERIES LINEAR SPLIT RED/BLUE	121.10	484.40
1	GRAPHICS INSTALL	INSTALLATION OF GRAPHICS	700.00	700.00
2	LINSV2R	LINZ V-SERIES, SURFACED MOUNT, RED	188.30	376.60
1	SAK1	SIREN SPEAKER MOUNTING BRACKET	0.00	0.00
2	WIONSMD	ION WIDE ANGLE SURFACE MOUNT LIGHT - RED /WHITE	126.00	252.00
1	SA315U	SIREN SPEAKER, 123DB BLACK	229.60	229.60
1	ULB28-RW	DUAL SPLIT UNDERCOVER FRONT INTERIOR LIGHTBAR - RED/WHITE	799.00	799.00

Subtotal :	$5,348.50
Tax :	$0.00
Total Quote :	$5,348.50

Quote valid for 60 days

Thank you for the opportunity to quote the above items. Please do not hesitate to call, fax, or e-mail any additional questions or concerns.

If requested to drill holes into a fixture (headlight, taillight, housing, etc.), we do not warranty any issues that may arise from making these modifications. Customer approval needed prior to work performed. _____

(Signature, Print & Date)

Attachment: RESOLUTION Fire Inspector veh replacement quote attachment 20230213 (RES-2023-135 : Fire Inspector Vehicle Replacements)

Coupons May Be Used At Your Next Visit

$5.00 OFF
YOUR NEXT OIL CHANGE
NOT TO BE COMBINED WITH ANY OTHER COUPON OR OFFERS. THIS COUPON HONORED ONLY WHEN PRESENTED AT TIME OF PURCHASE.

$10.00 OFF
YOUR NEXT NYSI
NOT TO BE COMBINED WITH ANY OTHER COUPON OR OFFERS. THIS COUPON HONORED ONLY WHEN PRESENTED AT TIME OF PURCHASE.

$15.00 OFF
AN ALIGNMENT
NOT TO BE COMBINED WITH ANY OTHER COUPON OR OFFERS. THIS COUPON HONORED ONLY WHEN PRESENTED AT TIME OF PURCHASE.

Coupons May Be Used At Your Next Visit

2023 RAM PICKUP 1500 23 RAM - - TOWN OF AMHERST FIRE INSPECTOR 31809 -



CASULLOS AUTO ACCESSORIES & UPHOLSTERY

YOOOOUUU KNOW IT!!!!!!!!!!

2797 ELMWOOD AVE. WWW.CASULLOS.COM
KENMORE, NY 14217
(716) 876-0916 Fax (716) 876-1835 Reg # 7054439

Preview

Customer #	31809
RO #	196839

H (716) 631-7080

Customer **TOWN OF AMHERST FIRE INSPECTOR**
5583 MAIN ST
WILLIAMSVILLE, NY 14221

Vehicle 2023 RAM PICKUP 1500
Plate # 23 RAM NY

Date In 01/12/2023
Time In 9:19am
Date Due 01/12/2023
Time Out 9:19am

Services

REFERENCE	DESCRIPTION	TECH	PRICE
DCU	INSTALLATION OF CENTURY DELUXE COMMERCIAL UNIT TRUCK CAP. CHOOSE FROM THE FOLLOWING ITEMS 2023 RAM PICKUP 6'4" BED COLOR CHOICE: PAINT TO MATCH (AWAITING PAINT CODE) FRONT OPTIONS NO FRONT WINDOW HEIGHT OPTIONS: 23 INCH HEIGHT REAR OPTIONS: FULL SIZE HATCHBACK LIFT KIT SIDE OPTIONS: FULL LENGTH STANDARD TOOL BOX OPTIONS: DRIVER AND PASSENGER SHELVING OPTION: DRIVER SIDE (M) PASSENGER SIDE (N) INTERIOR LIGHTING OPTIONS: (F) LIGHT BARS FRONT REAR RIGHT AND LEFT WITH PROP SWITCH LADDER RACK OPTIONS:NO LADDER RACK CHOSEN LOCKING: E LOCK CHOSEN FOR BOTH SIDES AND REAR DOOR. REPLACEMENT REAR CAMERA DUE TO TAILGATE REMOVAL LABOR @ 95.00 PER HOUR. HOURS - 2.25	BM1	213.75
CUST	INSTALL CUSTOM CARGO GLIDE WITH 1000LB CAPACITY AS REQUESTED LABOR @ 95.00 PER HOUR. HOURS - 1.50	BM1	142.50

Parts

REFERENCE	DESCRIPTION	DISCOUNT	QTY	PRICE	EXT PRICE
DCU	DELUXE COMMERCIAL CAP (5% DISCOUNT)	246.41	1.00	4,928.20	4928.20
CG10007348	CARGO GLIDE 1000LB CAP (5% DIISCOUNT)	70.00	1.00	1,399.95	1399.95

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Attachment: RESOLUTION Fire Inspector veh replace acces quote attach 20230213 (RES-2023-135 : Fire Inspector Vehicle Replacements)



CASULLOS AUTO ACCESSORIES & UPHOLSTERY

YOOOOUUU KNOW IT!!!!!!!!!!

2797 ELMWOOD AVE. WWW.CASULLOS.COM
KENMORE, NY 14217
(716) 876-0916 Fax (716) 876-1835 Reg # 7054439

Preview

Customer #	31809
RO #	196839

H (716) 631-7080

Customer **TOWN OF AMHERST FIRE INSPECTOR**
5583 MAIN ST
WILLIAMSVILLE, NY 14221

Vehicle 2023 RAM PICKUP 1500
Plate # 23 RAM NY

Date In 01/12/2023
Time In 9:19am
Date Due 01/12/2023
Time Out 9:19am

SERVICE REMINDERS:

Discount	**-316.41**
Services	356.25
Parts	6328.15
Sub-Total	**6367.99**
Tax	557.20
TOTAL	**6925.19**
Bal Due	6,925.19

TERMS NET 30 DAYS

CASULLO'S WILL NOT BE HELD RESPONSIBLE FOR SPECIAL ORDER OR PRE-PAID PARTS LEFT PAST 90 DAYS OF NOTIFICATION OR PAYMENT.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle for purposes of testing and inspection. An express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. A 20% restocking fee will be charged on all returned parts.

Authorization X _____

VISIT US AT WWW.CASULLOS.COM

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Attachment: RESOLUTION Fire Inspector veh replace acces quote attach 20230213 (RES-2023-135 : Fire Inspector Vehicle Replacements)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27112 **RESOLUTION 2023-136** **ADOPTED**

Fee Waiver - Skate with a Cop

WHEREAS, the Town of Amherst Police Department practices community policing, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime, and

WHEREAS, the APD often partners with the Town of Amherst Youth & Recreation Department to host community policing events, and

WHEREAS, the APD and the Youth & Recreation Department hosted a successful "Skate with a Cop" community policing event at the Northtown Center at Amherst in 2022, and

WHEREAS, the APD desires to hold this event again, at no cost to participants, and

WHEREAS, the Youth & Recreation Department does not have the authority to waive fees for this event, estimated to be approximately $1,000.00, but supports the APD in this endeavor,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board waives admission fees at the Northtown Center at Amherst for the 2023 "Skate with a Cop" event on February 18, 2023.

2/13/2023
Consent

FINANCIAL IMPACT:

Loss of @ $1,000.00 in revenue to A 7253

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 27062 **RESOLUTION 2023-137** **ADOPTED**

Recycling & Waste Committee Appointments

WHEREAS, the purpose of the Amherst Recycling & Waste Committee (R&W) is to advise the Amherst Town Board on all aspects of municipal solid waste affecting the Town and to monitor, make recommendations regarding the Town's activities relating to environmental issues which affect or impact the residents; and

WHEREAS, to also investigate methods of recycling, waste stream reduction, household hazardous waste collection and consider new technologies for handling municipal solid waste; and

WHEREAS, the Recycling & Waste Committee meets monthly to review and advise the Town Board accordingly; and

WHEREAS, the Recycling & Waste Committee consists of a maximum of twelve (12) members appointed by the Town Board majority to serve a three (3) year term; and

WHEREAS, members' terms will expire on a staggered schedule to maintain consistency on the board with information and history shared as needed; and

WHEREAS, the R&W currently has a Board of seven (7) members, who shall continue to serve until their term of appointment expires, as follows:

Diane Anderson, Member (M), term expires 12/31/2024
Sashti Balasundaram, Member, term expires 12/31/2023
Judy Hendee, (M), term expires 12/31/2025
Don Kuhn (M), term expires 12/31/2024
Eustace Mendez (M), term expires 12/31/2023
Jean Neff (M), term expires 12/31/2024
John Szalasny (M), term expires 12/31/2025; and

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

WHEREAS, as Superintendent of Highway, Pat Lucey will serve in the capacity of a resource person (O) to the Committee till his term has concluded; and

WHEREAS, John Hannon has served on the Recycling & Waste Committee and has expressed interest in serving another three-year term; and

WHEREAS, Megan Reddish has attended Recycling & Waste Committee meetings and has also expressed interest in serving a three-year term.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board re-appoints John Hannon to the Amherst Recycling & Waste Committee, for a term to conclude on December 31, 2025; and

BE IT FURTHER RESOLVED that the Amherst Town Board appoints Megan Reddish to the Amherst Recycling & Waste Committee, for a term to conclude on December 31, 2025.

2/13/2023
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 27119 **RESOLUTION 2023-138** **ADOPTED**

Set Public Hearing Date – Village Pointe Lane

Please schedule a public hearing on April 17, 2023 to install parking restrictions along Village Pointe Lane:

"Parking is hereby restricted on the east and north sides of Village Pointe Lane between Essjay Road and the east property line of 215 Village Pointe Lane for a total distance of 860 centerline feet."

and,

"Parking is hereby restricted on the west and south sides of Village Pointe Lane along the outside curve between the north property line of 216 Village Pointe Lane to the east property line of 215 Village Pointe Lane for a total distance of 380 centerline feet."

and,

"Parking is hereby restricted on the west side of Village Pointe Lane for a distance of 100 feet south starting at Essjay Road."

2/13/2023
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27101 **RESOLUTION 2023-139** **ROLL CALL VOTE (ADOPTED)**

Royal Park Improvements (Bond Resolution - $7,160,000)

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Royal Park Improvements**
2023-2028 C.I.P. - Project No. YR-2A
Bond Resolution - $7,160,000

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

(1) Adopt the attached SEQR Negative Declaration - Notice of Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $7,160,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item - February 13, 2023)
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*)
Brian J. Armstrong, EIT, Engineering Services Administrator (*w/attachments*)
Mary Diana Pouli, Director of Youth and Recreation (*w/attachments*)
Eric Guzdek, Recreation Specialist (*w/attachments*)

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond

resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $7,160,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM January 24, 2023

TO: Brian Armstrong, EIT, Engineering Services Director
Engineering Department

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

RE: SEQR Determination
Royal Park Improvements – Bond Approval
2023-2028 C.I.P. Project YR-2A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be an Unlisted action under the provisions of SEQR according to Part 617.5. Attached for the Town Board's consideration is a draft SEQR determination of environmental significance.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\West Royal Park\memo royal park_bond apporval.docx

cc:
Martin Polowy, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director
Emily Melski, Coordinator Federal & State Aid Programs

Attachment: SEQR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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

Attachment: SEQR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

DRAFT
SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Bond Approval for Royal Park Improvements
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	

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

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

Title of Action:	Bond Approval for Royal Park Improvements
SEQR Status:	Unlisted action
Description of Action:	Financing of future park improvements to include synthetic turf multi-use athletic field, stadium lighting, scoreboard, bleachers/press box, locker rooms, tennis courts, basketball court, splash pad, pavilion, concession/restroom buildings and required off-street accessory parking.
Location:	187 West Royal Parkway, Erie County, New York
Petitioner:	Town of Amherst

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form and supporting documentation, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed request will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. At time of site plan review the Town Engineering Department will be reviewing the site improvements for compliance with the NYS stormwater design manual and compliance with the State Pollutant Discharge Elimination System Permit (SPDES) requirements for general construction activities.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. The site is developed as an existing playground. No impacts to habitats other natural resources are anticipated.

3. The subject park is not within a critical environmental area as designated pursuant to section 617.14(g) of the SEQR regulations.

4. The proposed future improvements for recreational activities do not create a material conflict with the Town's Comprehensive Plan.

5. The site is within an area identified by the State as potentially containing significant cultural or archeological resources. At time of site plan review and prior to disturbance, coordination will occur with the NYS Office of Parks Recreation and Historic Preservation to determine if any cultural resource investigations will be required.

6. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The adjacent neighborhood to the east of the existing community park is comprised of single-family homes, to the west and contiguous to the park is an electrical transmission corridor and an interstate highway. The park improvements will change the character of the existing park and adjacent properties with more intensive recreation activities. During site plan review, the Town will review alternatives that will seek to mitigate for potential changes to such existing neighborhood character.

7. The action will not cause a significant change in the use or the quantity of energy.

8. The action will not create a hazard to human health.

9. The action will change the intensity of use of the existing developed recreational resource to more active uses. The improved park will be utilized by both the general public and a private university. During site plan review the Town will need to evaluate operational limitations necessary to manage increases in noise, traffic and potential for field lighting nuisances.

Attachment: SEQR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

10. The action will increase the number of people using the site over its current level of use.

11. Significant negative traffic impacts are not expected to result from the proposed action. The Town will need to evaluate how operational limitations can be utilized to mitigate for potential increases in traffic.

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

_____ _____
Brian J. Kulpa, Town Supervisor date

DU/du
X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\West Royal Park\drfat neg dec west royal park_01_24_2023.docx

cc: Town Law Department
Brian Armstrong, EIT, Engineering Services Director

Attachment: SEQR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

February 13, 2023

* * *

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 February 13, 2023.

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-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 13, 2023, AUTHORIZING IMPROVEMENTS TO ROYAL PARK, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $9,534,328, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $7,160,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake improvements to Royal Park, as described in the map, plan and report dated January 2023, prepared by the Town Youth and Recreation Department (2023-2028 Capital Improvement Program Project YR-2A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $9,534,328 and said amount is hereby appropriated for such purpose. The plan of financing includes (i) the issuance of bonds in the aggregate principal amount of $7,160,000 to finance said appropriation, (ii) $2,374,328 in Dormitory Authority of the State of New York grants, and (iii) 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 $7,160,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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 $7,160,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

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

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

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

Attachment: CertBondReso (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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

Attachment: CertBondReso (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on February 13, 2023, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 13, 2023, AUTHORIZING IMPROVEMENTS TO ROYAL PARK, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $9,534,328, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $7,160,000 TO FINANCE SAID APPROPRIATION,"

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

FIRST: AUTHORIZING said Town is authorized to undertake improvements to Royal Park, as described in the map, plan and report dated January 2023, prepared by the Town Youth and Recreation Department (2023-2028 Capital Improvement Program Project YR-2A); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $9,534,328; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes (i) the issuance of bonds in the principal amount of $7,160,000 to finance said appropriation, (ii) $2,374,328 in Dormitory Authority of the State of New York grants, and (iii) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $7,160,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

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

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

Attachment: CertBondReso (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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

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

DATED: February 13, 2023

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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 February 13, 2023, 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 February, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

Town of Amherst
Youth & Recreation Department

Royal Park Improvements
2023 – 2028 Capital Improvement Program Project YR-2A
Town of Amherst Job # 2019.055

Map, Plan & Report
January 2023

CONTENTS:

- Amended 2023 – 2028 CIP Project YR-2A
- Introductions / Existing Conditions
- Proposed Scope of Improvements
- Financial / Taxation Summary
- SEQR Determination – Unlisted Action

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

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
Royal Park Improvements

Approved 2023 – 2028 Capital Improvement Program (11-7-22)

Youth & Recreation Department (cont'd) *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
	ATHLETIC & RECREATION FACILITIES / COMMUNITY CENTERS							
YR-1A	**ECC North Ball Fields:** Construction of ball fields at the ECC North Campus.	2,000 LA 2,500 X 500 X	2,000 LA 2,500 X 500 X					**$10,000,000**
YR-2A	**Royal Park Improvements:** Improvements at Royal Park including a new synthetic multi-use field for various sports and associated parking, bleachers, locker rooms, concessions, a new recreation path, tennis courts, a basketball court, a splash pad and a picnic pavilion.	~~400,000 X~~ **7,160,000 LA** **2,374,328 F/S**	~~6,722,000 LA~~ **$ 0**					**Amended to $9,534,328 on 1/17/23**
YR-3A	**Northtown Center Ice Plant Renovations:** Change out of the ice plants to include floor renovations and phase out the R-22 gas, introducing an environmentally friendly CO2 gas.		4,400 LA 2,000 X					**$6,600,000**
YR-4A	**Recreation Complexes Concession / Restroom Facility Improvements:** New concessions, restrooms, and parking at North French Soccer Complex, and new restrooms and shelter at Paradise Park.		1,400 LA	1,400 LA	1,400 LA	1,400 LA		**$5,600,000**
YR-5A	**Audubon Golf Course:** Irrigation and site improvements at the Audubon Golf Course.	500 LA						**$500,000**
YR-6A	**Northtown Center Rubber Floor Replacement:** Replace approximately 40,000 sq. ft. of rubber flooring on the first floor at the Northtown Center.		200 LA	500 LA				**$700,000**
YR-7A	**Lou Gehrig Diamond #10 Renovation Phase 2:** Renovation of the collegiate style baseball field and add outfield and infield drainage as well as the remainder of the irrigation system.	150 LA						**$150,000**

Key:

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

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

INTRODUCTION / EXISTING CONDITIONS:

The Amherst Youth & Recreation Department offers programs for residents of all ages. Program activities are held at various Recreation and Community Center locations throughout the town. Year round indoor ice skating is available through the Northtown Center at Amherst. The facility offers Public Skate sessions for people of all ages. In addition to 3 NHL ice rinks and one Olympic sized rink, the complex grounds include a collegiate baseball field, 8 softball fields and 2 football fields. Amherst is home to over 20 outdoor park/playground locations which encompass both active and passive recreation. Park amenities include playgrounds, shelters, bike paths, tennis courts, sports fields and picnic areas. Picnic shelters and select facilities are available for rental by large groups. Two beautiful pools along with a splash park are available for resident use during the summer months. From spring through late fall, area residents and non-residents alike can enjoy golfing at two (2) public golf courses. Each course offers its own unique challenge. A driving range is also available for those who want to brush up on their game or take a few swings.

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
Royal Park Improvements

The Town of Amherst owns, operates and maintains Royal Park, located at 187 West Royal Parkway in the Town of Amherst. The 9.48 acre facility provides for various passive recreation activities as well as Town Youth and Recreation Department sanctioned activities. Aside from on-site passive recreation spaces, this park has historically also included recreation amenities to accommodate outdoor activities, such as basketball, tennis, baseball, softball, kickball and also included a playground structure and associated parking area.

While this park facility remained viable for many years, the entire facility and recreation amenities have remained in steady decline as evidenced by the below aerial photographs, where the facility still remained in good condition in October 2011. Since then, nearly all of the recreation amenities have steadily degraded so badly that they had to be removed from the park. As exhibited within the July 2021 aerial photo, all of the on-site baseball, softball and kickball diamonds have since been removed, as have the tennis courts. Currently, the basketball court is in significant disrepair and only the playground and parking area remain as viable recreation amenities within this facility.



Aerial Photo: October 2011

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
Royal Park Improvements



Aerial Photo: July 2021

PROPOSED SCOPE OF IMPROVEMENTS:

Project Description

Through the course of this project, the objective is to improve and increase the variety of facilities at the park for use by Town residents and Daemen College Athletics. Meetings were held with the stakeholders involved (Amherst Recreation, Daemen College, Town representatives). A list of potential improvements being considered for implementation include the following:

Site Amenities

Synthetic Turf Multi-Use Field:

- Synthetic turf field surface will likely be sized to accommodate multiple sports including NCAA Div. II soccer, lacrosse, and potentially football.
- Ball stop/ safety netting incorporated at the end zones and sidelines to mitigate stray lacrosse and soccer balls.
- 4' height vinyl coated chain-link fence around the immediate perimeter of the field will segregate spectators from athletes and provide minimal field access control.
- 6' height chain-link fence and gates may be placed strategically around the perimeter of the stadium to provide greater access control to the multi-use field.

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

Digital Scoreboard:

- A state-of-the-art multi-sport digital scoreboard located for optimal viewing from bleachers. Scoreboard would be operated via control panel in press box above bleachers. Associated shot/play clocks will be placed at each end of the field as may be required.

Stadium Lighting:

- State of the art LED stadium lighting installed so as to provide optimal lighting levels for their intended recreational activities.

Parking Lot:

- An asphalt parking lot constructed to accommodate up to approximately 125 cars.
- Buses will be able to access the parking area, drop-off athletes and remain on-site during events. Heavy duty asphalt pavement will be constructed in the bus lanes to prevent premature pavement failure and/or rutting.

Tennis Courts:

- Up to Six (6) regulation NCAA Div. II tennis courts constructed in a north-south orientation.
- State of the art LED Tennis Court lighting installed so as to provide optimal lighting levels.
- 12' height chain-link fencing around the perimeter of the courts as well as running in an east-west orientation between the courts with openings at each end to allow for player movement between courts.

Basketball / Multi-Use Court:

- A 45' wide x 75' long basketball court will be constructed and capable of being striped to accommodate other court activities.

Park Pavilion:

- A timber frame, open air park pavilion will provide shelter for park users. The pavilion is located to best serve the recently constructed playground and proposed splash pad.

Playground:

- The existing playground was constructed in recent years through community and Town of Amherst Parks and Recreation initiatives and will be accommodated with the overall plan.

Splash Pad:

- A splash pad resembling the splash pad constructed at the Clearfield Recreation Center, constructed adjacent to other community park facilities like the pavilion, playground and restrooms.

Other Site Amenities:

- 8' wide asphalt Fitness/Walking Trail, approximately ¾ of a mile circuit will provide park users with a stable, safe surface and promote park attendance and fitness initiatives.
- Benches, picnic tables, trash receptacles and bike racks shall be selected from a common palate of durable materials which can help promote a Royal Park identify.
- 4' height vinyl coated chain-link fence to be placed around the paved perimeter of the playground and splash pad to control access and provide limited security.

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

Building Amenities

Bleacher / Press Box

- The bleachers will be configured for a capacity of up to 1,000 spectators.
- Integrated Press Box
    - Customizable to fit facilities needs with up to four separate view areas.
    - Roof deck filming platform.
    - Potential for possible Signage / Advertising on South facade facing I-290.
    - Independent heating and cooling system for all season use.

Locker Rooms

- Located under the bleachers.
- The locker room building will consist of:
    - (2) equal size locker rooms
    - Coaches/training office with private restroom
    - Storage room with the possibility of high density racking to be installed.
- Access to the field will be provided thought a players tunnel exiting at mid field.
- Building will have an independent mechanical system.

Concession / Restroom Building

- The concessions / Restrooms building will be spilt with an entrance tunnel to provide a buffer between concessions and restrooms.
    - Serve as an access control point if desired.
    - The new building will be classified as a "Class C" building and constructed at-grade and will be fully ADA-compliant.
    - In order to provide sanitary services within the building, a new sanitary lateral will be installed and connected to the existing sanitary sewers, also owned by the Town.
    - New surveillance elements will be procured and installed in an effort to provide a higher level of safety and security for this facility.
- The concessions side of the building will include the following
    - Area for food sales and preparation
    - Storage
- The restroom potion of the building will hold both public men's and women's restrooms as well as a ticket booth.
- Building will have an independent mechanical system.

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

TOWN OF AMHERST
YOUTH & RECREATION DEPARTMENT
Royal Park Improvements

As per the above and while the amenities may change as the design is further developed, the scope of this project is anticipated to include replacement of the existing park components and amenities in total. The project scope described above will be designed during 2023 and bid and constructed during 2024. The above project will be bonded against the Town of Amherst General Fund with serial bonds in conjunction with a DASNY grant received by Daemen College, who will be an active user of the above facilities, at a total project cost of $9,534,328.00, including a total bonded amount by the Town of $7,160,000.00. The above project is characterized as a replacement-in-kind project. The improvements provided within the scope of this project will have a minimum life cycle of 15 years.

FINANCIAL SUMMARY:

Est. Construction Costs	$ 8,479,744
Professional Services	800,000
Contingency	218,784
Legal / Administrative	35,800
Total Project Costs	9,534,328
DASNY / Daemen Grant Match	(2,374,328)
Town of Amherst Match to be Bonded	**$ 7,160,000**

TAXATION SUMMARY:

Total Bond Amount:	$ 7,160,000
Bond Term:	15 Years
Annual Tax Impacts:	$0.0601 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$15.03 per $250,000 property

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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 January 24, 2023

TO: Brian Armstrong, EIT, Engineering Services Director
Engineering Department

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

RE: SEQR Determination
Royal Park Improvements – Bond Approval
2023-2028 C.I.P. Project YR-2A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be an Unlisted action under the provisions of SEQR according to Part 617.5. Attached for the Town Board's consideration is a draft SEQR determination of environmental significance.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\West Royal Park\memo royal park_bond apporval.docx

cc:
Martin Polowy, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director
Emily Melski, Coordinator Federal & State Aid Programs

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

DRAFT
SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Bond Approval for Royal Park Improvements
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	

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

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

Title of Action:	Bond Approval for Royal Park Improvements
SEQR Status:	Unlisted action
Description of Action:	Financing of future park improvements to include synthetic turf multi-use athletic field, stadium lighting, scoreboard, bleachers/press box, locker rooms, tennis courts, basketball court, splash pad, pavilion, concession/restroom buildings and required off-street accessory parking.
Location:	187 West Royal Parkway, Erie County, New York
Petitioner:	Town of Amherst

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form and supporting documentation, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed request will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. At time of site plan review the Town Engineering Department will be reviewing the site improvements for compliance with the NYS stormwater design manual and compliance with the State Pollutant Discharge Elimination System Permit (SPDES) requirements for general construction activities.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. The site is developed as an existing playground. No impacts to habitats other natural resources are anticipated.

3. The subject park is not within a critical environmental area as designated pursuant to section 617.14(g) of the SEQR regulations.

4. The proposed future improvements for recreational activities do not create a material conflict with the Town's Comprehensive Plan.

5. The site is within an area identified by the State as potentially containing significant cultural or archeological resources. At time of site plan review and prior to disturbance, coordination will occur with the NYS Office of Parks Recreation and Historic Preservation to determine if any cultural resource investigations will be required.

6. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The adjacent neighborhood to the east of the existing community park is comprised of single-family homes, to the west and contiguous to the park is an electrical transmission corridor and an interstate highway. The park improvements will change the character of the existing park and adjacent properties with more intensive recreation activities. During site plan review, the Town will review alternatives that will seek to mitigate for potential changes to such existing neighborhood character.

7. The action will not cause a significant change in the use or the quantity of energy.

8. The action will not create a hazard to human health.

9. The action will change the intensity of use of the existing developed recreational resource to more active uses. The improved park will be utilized by both the general public and a private university. During site plan review the Town will need to evaluate operational limitations necessary to manage increases in noise, traffic and potential for field lighting nuisances.

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

10. The action will increase the number of people using the site over its current level of use.

11. Significant negative traffic impacts are not expected to result from the proposed action. The Town will need to evaluate how operational limitations can be utilized to mitigate for potential increases in traffic.

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

_____ _____
Brian J. Kulpa, Town Supervisor date

DU/du
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cc: Town Law Department
Brian Armstrong, EIT, Engineering Services Director

Attachment: MPR YR-2A Royal Park Improvements (RES-2023-139 : Royal Park Improvements (Bond Resolution - $7,160,000))

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27100 **RESOLUTION 2023-140** **ROLL CALL VOTE (ADOPTED)**

Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M)

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 6, 2023**

RE: **Purchase and Reconstruction of 30 S. Cayuga**
2023-2028 C.I.P. - Project No. F-16
Bond Resolution - $1.5M

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

(1) Adopt the attached SEQR Negative Declaration - Notice of Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $1,500,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item - February 13, 2023)
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*)
Daniel J. Rizzo, Director of Facilities (*w/attachments*)
Anne Dafchik, AIA, NCARB (*w/attachments*)

2/13/2023
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Lavin and

unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $1.5M

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM January 11, 2023

TO: Samuel Alba, Deputy Town Attorney

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

RE: SEQR Determination – Purchase of 30 S. Cayuga Road

The Planning Department has reviewed the subject action and has determined it to be an Unlisted action under the provisions of SEQR according to Part 617.4 and Part 617.5 and Chapter 104, Section 104-3 of the Town of Amherst Code.

The attached draft determination of environmental significance, pursuant to the provisions of SEQR according to Part 617.7(a) has been prepared for your review and the Town Board's consideration prior to approving the proposed action

Please contact our office if you have any questions.

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cc: Martin Polowy, Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

DRAFT
SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Property Acquisition
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	

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

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

Title of Action:	30 S. Cayuga Road-Property Acquisition SBL No. 81.05-1-38
SEQR Status:	Unlisted action
Description of Action:	Purchase of an existing office building and associated parking improvements for future municipal use.
Location:	30 S. Cayuga Road, Village of Williamsville, Erie County, New York
Petitioner:	Town of Amherst

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form and supporting documentation, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed request will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. The site is developed as an administrative office. No changes are proposed to the subject site.

3. The purchase of the subject property meets a need identified in the Town's Comprehensive Plan for additional administrative office space for Town Hall functions.

4. The site is within an area identified by the State as potentially containing significant cultural or archeological resources. The subject site is developed as an administrative office with accessory off street parking. No changes are proposed to the subject site.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The immediate neighborhood is developed with commercial and residential structures. The purchase of the subject property will not impact the character of the immediate neighborhood.

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

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

8. The action will not significantly change the intensity of the existing developed land resource.

9. The action will not significantly increase the number of people using the site over its current level of use.

10. Significant negative traffic impacts are not expected to result from the proposed action.

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

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

_____ _____
Brian J. Kulpa, Town Supervisor date

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cc: Town Law Department

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Town of Amherst

Name of Action or Project:

Purchase of 30 S. Cayuga Road

Project Location (describe, and attach a location map):

30 S. Cayuga Road, Williamsville New York 1421

Brief Description of Proposed Action:

Purchase of a 6,750 s.f. administrative office building and associated off street parking for municipal use.

Name of Applicant or Sponsor:	Telephone: 716-631-7030
Town of Amherst Town Board c/o Samuel A. Alba, Sr. Deputy Town Attorney	E-Mail: salba@amherst.ny.us

Address:

5583 Main Street

City/PO:	State:	Zip Code:
Williamsville	NY	14221

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3. a. Total acreage of the site of the proposed action? 0.52 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.67 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):

☑ Parkland

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES
If Yes, identify: _____	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑
10. Will the proposed action connect to an existing public/private water supply?	NO	YES
If No, describe method for providing potable water: _____ _____	☐	☑
11. Will the proposed action connect to existing wastewater utilities?	NO	YES
If No, describe method for providing wastewater treatment: _____ _____	☐	☑
12. a. 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?	☐	☑
b. 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?	☐	☑
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES
	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☐	☑
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes, a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	☑	☐
~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Daniel J. Ulatowski, AICP (EAF preparer) Date: 12/29/2022

Signature: _____ Title: Assistant Planning Director/ZEO

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

PRINT FORM

Agency Use Only [If a

Project: 30 South Cayuga Road

Date: 12/29/2022

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

PRINT FORM

Agency Use Only [If applicable]
Project: 30 South Cayuga Road
Date: 12/29/2022

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Attachment: SEQR F-16 (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Town of Amherst Town Board	12/29/2022
Name of Lead Agency	Date
Brian J. Kulpa	Town Supervsior
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Attachment: MPR F-16 Additional Town Hall Space (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

Town of Amherst

Facilities Department

Purchase & Reconstruction of 30 S. Cayuga Rd.

2023 – 2028 Capital Improvement Project F-16 "Additional Town Space"
MAP, PLAN & REPORT

January 2023

Contents:

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

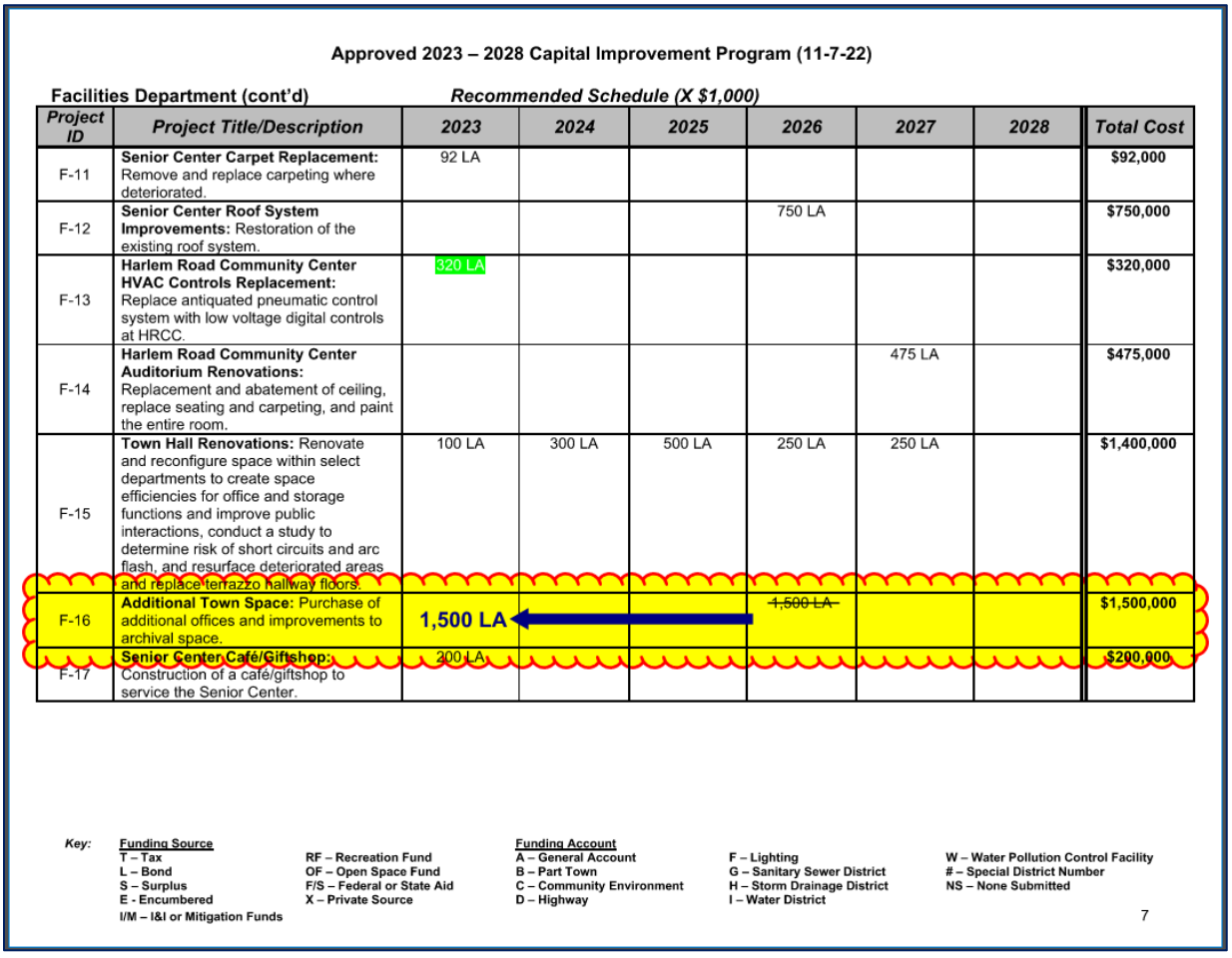
Prepared by:
Town of Amherst
Facilities Department
5583 Main Street, Williamsville, NY 14221
(716) 631 – 7080 | (716) 631 – 7109

Background

The Town has determined that the current Town Hall is undersized to properly accommodate the number of departments and their functions. There are currently 13 departments, including Council / Board Member offices, the Supervisor's office and a Town Board public meeting room. The Town Hall is approximately 25,000 square feet with an upper and lower split-level configuration.

The Town of Amherst has identified Project "F-16", allocated as a 2026 project to acquire an additional building near Town Hall. The future building will rebalance Town Hall departments by relocating one or more departments.

A CIP Amendment is anticipated to be approved on February 13, 2023 because the property at 30 S. Cayuga Road has become available for purchase. The property is conveniently adjacent to Town Hall, accessible through a public parking lot. The property is 0.54 acres and includes parking and a building that is approximately 6,700 square feet.



Approved 2023 – 2028 Capital Improvement Program (11-7-22)

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

Project ID	Project Title/Description	2023	2024	2025	2026	2027	2028	Total Cost
F-11	**Senior Center Carpet Replacement:** Remove and replace carpeting where deteriorated.	92 LA						$92,000
F-12	**Senior Center Roof System Improvements:** Restoration of the existing roof system.				750 LA			$750,000
F-13	**Harlem Road Community Center HVAC Controls Replacement:** Replace antiquated pneumatic control system with low voltage digital controls at HRCC.	320 LA						$320,000
F-14	**Harlem Road Community Center Auditorium Renovations:** Replacement and abatement of ceiling, replace seating and carpeting, and paint the entire room.					475 LA		$475,000
F-15	**Town Hall Renovations:** Renovate and reconfigure space within select departments to create space efficiencies for office and storage functions and improve public interactions, conduct a study to determine risk of short circuits and arc flash, and resurface deteriorated areas and replace terrazzo hallway floors.	100 LA	300 LA	500 LA	250 LA	250 LA		$1,400,000
F-16	**Additional Town Space:** Purchase of additional offices and improvements to archival space.	1,500 LA			~~1,500 LA~~			$1,500,000
F-17	**Senior Center Café/Giftshop:** Construction of a café/giftshop to service the Senior Center.	200 LA						$200,000

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

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

7

Attachment: MPR F-16 Additional Town Hall Space (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

Location

The parcel is 30 S. Cayuga Rd, Williamsville NY. SBL: 81.05-1-38.



Figure 1 - Project Location



Figure 2 – Building on Site

Project Description and Improvements

The project includes the purchase of the property, and select renovations to improve building functionality in preparation for Town use.

Renovations may include upgrades such as an accessible elevator or lift, restroom renovations, site improvements, information technology improvements, roof restoration and plumbing, electrical or mechanical improvements. Other projects may be prioritized on an as-needed basis.

Attachment: MPR F-16 Additional Town Hall Space (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

Attachment: MPR F-16 Additional Town Hall Space (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

Project Justification

The project is a strategic acquisition for the Town because it will alleviate the overcrowding of Town Hall, expands parking capacity, and is located adjacent to the existing Town Hall.

The building at 30 S. Cayuga is currently in good condition. The two rooftop mechanical units are currently functioning, but are nearing the end of their useful life as they are approximately 25 years old and replacement parts are not readily available.

It is a goal of the Town to provide useful and efficient service to residents when they come to visit a department or attend a meeting at Town Hall. The acquisition of 30 S. Cayuga and future relocation of one or more departments thereto will enable this goal to continue.

Anticipated Project Schedule

Bond Action:	February 2023
Purchase:	March / April 2023
Construction:	2023 and 2024

Financial Summary

The Town of Amherst identified funding in the approved 2023-2028 Capital Improvement Program under Project F-16, for a total of $1,500,000. The funds have been identified as a General Fund Bond with a minimum useful life of 30 years.

Purchase and Closing Costs	$ 1,110,000
Legal / Admin / Bonding	7,500
Construction / Renovations	382,500
TOTAL	**$ 1,500,000**

Taxation Summary

Total Bond Amount	$1,500,000 (General Fund Bond)
Bond Term	30 Years
Annual Tax Impact per $1,000 of AV	$0.0081
Annual Impact on Property with AV of $250,000	$2.0240

Town of Amherst SEQR Determination

See attached memo from the Town of Amherst Planning Department.

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

February 13, 2023

* * *

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 February 13, 2023.

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-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 13, 2023, AUTHORIZING THE ACQUISITION AND RECONSTRUCTION OF 30 S. CAYUGA ROAD, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $1,500,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to finance the acquisition and reconstruction of 30 S. Cayuga Road as described in the map, plan and report dated January 2023, prepared by the Town Facilities Department (2023-2028 Capital Improvement Program Project F-16). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $1,500,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $1,500,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $1,500,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

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 $1,500,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 11(a)(1) of the Law, is thirty (30) years.

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

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

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

Attachment: CertBondReso (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

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

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

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

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

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

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

Attachment: CertBondReso (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within thirty (30) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on February 13, 2023, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED FEBRUARY 13, 2023, AUTHORIZING THE ACQUISITION AND RECONSTRUCTION OF 30 S. CAYUGA ROAD, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $1,500,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $1,500,000 TO FINANCE SAID APPROPRIATION."

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

FIRST: AUTHORIZING said Town is authorized to finance the acquisition and reconstruction of 30 S. Cayuga Road as described in the map, plan and report dated January 2023, prepared by the Town Facilities Department (2023-2028 Capital Improvement Program Project F-16); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $1,500,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $1,500,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $1,500,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is thirty (30) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

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

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

Attachment: CertBondReso (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

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

DATED: February 13, 2023

FRANCINA J. SPOTH,
Town Clerk

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

* * *

Attachment: CertBondReso (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

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-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

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 February 13, 2023, 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 February, 2023.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2023-140 : Purchase and Reconstruction of 30 S. Cayuga (Bond Resolution - $1.5M))

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27099 **RESOLUTION 2023-141** **ROLL CALL VOTE (ADOPTED)**

Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond Resolution - $1.5M)

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Miscellaneous Sanitary Sewer Relining, Manhole Rehabilitation and Miscellaneous Sanitary Repairs (Consolidated Sanitary Sewer District)**
2023 C.I.P. - Project No. E-4
Order Calling Public Hearing - $1.5M

Kindly adopt the attached Order Calling Public Hearing regarding the above matter by scheduling a Public Hearing for the project on March 6, 2023 at 7:00 p.m.

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 - February 13, 2023**)
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*)
Vaishali Reberholt, PE, Assistant Municipal Engineer (*w/attachments*)

2/13/2023
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $1.5M

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

At a regular 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 13th of February, 2023.

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:

ORDER CALLING FOR A PUBLIC
HEARING TO BE HELD ON
MARCH 6, 2023

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, in the Town (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 the map, plan and report, dated February 2023, for the increase and improvement of facilities of the District, consisting of sanitary sewer system improvements (CIP Project No. E-4); and

Attachment: CertOCPH (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond Resolution - $1.5M))

WHEREAS, pursuant to the direction of the Town, the Engineer has completed and filed with the Town Board such preliminary map, plan and report for said increase and improvement of facilities of the District and has estimated the total cost thereof to be $1,500,000; 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 the project is a Type II action 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

ORDERED, that a regular meeting of the Town Board of the Town be held at the Town Hall, 5583 Main Street, Williamsville, New York, on the 6th day of March, 2023 at 7:00 o'clock P.M. (Prevailing Time) to consider said increase and improvement of the facilities of the District and to hear all persons interested in the subject thereof concerning the same

FURTHER ORDERED, that the Town Clerk publish at least once in the "*Amherst Bee,"* hereby designated as the official newspaper of the Town for such publication, and post on the Town's website at www.amherst.ny.us, on the front entrance door and rear doors of Town Hall and on the sign board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of such public hearing, substantially in the form attached hereto as Exhibit A, the first publication thereof and said posting to be not less than ten (10) nor more than twenty (20) days before the date of such public hearing.

Attachment: CertOCPH (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond Resolution - $1.5M))

DATED: February 13, 2023

TOWN BOARD OF THE TOWN OF AMHERST

(SEAL)

The adoption of the foregoing 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 Order was declared adopted.

* * * * *

Attachment: CertOCPH (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond Resolution - $1.5M))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, DO HEREBY CERTIFY that I have compared the preceding Order Calling for a Public Hearing with the original thereof filed in the office of the Town Clerk on the 13th of February, 2023, and that the same is a true and correct copy of said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town on this 13th day of February, 2023.

(SEAL)

Francina J. Spoth, Town Clerk
Town of Amherst

Attachment: CertOCPH (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond Resolution - $1.5M))

TOWN OF AMHERST
ENGINEERING DEPARTMENT

2023
MISCELLANEOUS SANITARY SEWER RELINING, MANHOLE REHABILITATION AND MISCELLANEOUS SANITARY REPAIRS
CONSOLIDATED SANITARY SEWER DISTRICT

2023 CIP PROJECT E-4

MAP, PLAN & REPORT

February 2023

Contents:

- Existing Conditions/ Impacts
- Proposed Scope of Improvements
- Financial / Taxation Summary
- Environmental Assessment Form
- SEQR Determination – Type II Action

Attachment: MPR E-4 Sanitary Sewer Rehab (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond

Miscellaneous Sanitary Sewer Relining, Manhole Rehabilitation and Miscellaneous Sanitary Repairs

Existing Conditions/ Impacts:

The Town has an extensive network of sanitary sewer system which includes approximately 548 miles of sewer lines and about 13,237 manholes. Most of the sanitary sewers and brick manholes to be relined were constructed in the 1930's. These aging sewer lines and brick manholes are deteriorating and causing unwanted Inflow and Infiltration (I & I) to enter the sanitary sewer system. This in turn causes sanitary sewer back-ups, sewer collapses and increases flow to the West Side Interceptor and ultimately the Wastewater treatment plant.

This inevitable aging of sanitary infrastructure leads to deteriorated pipes that have insufficient capacity in keeping up with higher flows due to I&I causing SSO's and backups in various neighborhoods. Using infrastructure beyond service life will increase risk of road collapse and pose high risk to public health and safety

Proposed Scope of Improvements and Benefits:

The proposed project will include relining of approximately 17,500 LF of varying diameter from 8-inch to 24-inch pipe and of various material asbestos cement pipe (ACP), reinforced concrete pipe (RCP) and vitrified clay pipe (VTP) sanitary sewer pipe, about 100 manhole rehabilitation using monolithic lining systems and miscellaneous sanitary sewer repairs within the Town's consolidated sanitary sewer district. The proposed scope is necessary to preserve the structural integrity and extent the life of existing infrastructure of the Town.

The existing sanitary collector sewers in these areas were constructed between mid-1930's and late 1960's. The pipe materials used were asbestos cement pipe (ACP), reinforced concrete pipe (RCP) and vitrified clay pipe (VTP). These sanitary sewers are usually the deepest utility in the ground and are very prone to groundwater and storm leakage through the joints. The reline project inserts a cured-in-place liner inside these clay pipes making them more water-tight and extending their useful life by 20+ years.

It is anticipated that open-cut sewer "spot" repairs will be required as part of this relining project and any other necessary priority repairs. These repairs can range from 10 feet to over 350 feet in length depending on the severity of the damage to the sewer.

We expect to achieve a significant reduction of I & I into this sewer system by the proposed sewer lining and manhole rehabilitation project. This will greatly reduce wet weather flows and the associated sanitary backups and overflows.

Attachment: MPR E-4 Sanitary Sewer Rehab (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond

THE TOWN OF AMHERST
ENGINEERING DEPARTMENT
Miscellaneous Sanitary Sewer Relining, Manhole Rehabilitation and Miscallaneous Sanitary Repairs

FINANCIAL SUMMARY:

The proposed projects described herein will be designed and constructed during 2023 and 2024. The total cost of these improvements will be bonded against the Town's consolidated Sanitary Sewer District at a total cost of $1,500,000.00 financed entirely with serial bonds. The above project can be essentially charaterized as a replacement-in-kind project. The proposed improvements are anticipated to have a minimum life expectancy of 20 years.

PROJECT COST ESTIMATE:

Estimated Relining and Manhole Rehab Costs	$995,000.00
Miscellaneous Repair	$497,500.00
Legal and Administrative Fees	$7,500.00
Total Amount for Project	$1,500,000.00

TAXATION SUMMARY:

Total Bond Request:	$1,500,000.00
Bond Term:	20 Years
Annual Tax Impacts:	
Consolidated Stormwater Drainage District	$0.0088 per year, per $1,000 AV
Typical Property Taxation Impacts:	
Consolidated Stormwater Drainage District	$2.1944 per year, per $250,000 property

Attachment: MPR E-4 Sanitary Sewer Rehab (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond

Short Environmental Assessment Form
Part 1 - Project Information

Attachment: MPR E-4 Sanitary Sewer Rehab (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Sanitary Sewer Relining, Manhole Rehabilitation and Miscellaneous Sanitary Repair Project

Project Location (describe, and attach a location map):
Various locations within the Consolidated Sanitary Sewer District

Brief Description of Proposed Action:
Relining of approximately 17,500 L.F. of 8-inch, 10-inch, 15-inch, 21-inch and 24-inch sanitary sewer pipe. Existing sanitary collector sewer that services this area is approximately 90 years old. The project also includes rehabilitation of approximately 100 deteriorating manholes and miscellaneous sanitary repairs. The proposed project will install a cured-in-place liner in the existing pipe to create a new structurally sound pipe that is hydraulically superior to the existing pipe with a major reduction in the amount of ground and storm water infiltration.

Open-cut "spot" repairs of the existing sanitary sewer pipe will be required prior to relining work.

Name of Applicant or Sponsor:	Telephone: (716) 631-7154
Town of Amherst - Engineering Department	E-Mail: jburroughs@ amherst.ny.us

Address:
1100 North Forest Road

City/PO:	State:	Zip Code:
Williamsville	New York	14221

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☑	☐

3. a. Total acreage of the site of the proposed action? 1.0 acres
   b. Total acreage to be physically disturbed? .05 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? NA acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☑
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	☑	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	☐	☑
12. a. 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?	☑	☐
b. 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?	☑	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____		

Attachment: MPR E-4 Sanitary Sewer Rehab (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☑ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☑	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment: _____ _____		
~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe: _____ _____		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☑	☐
If Yes, describe: _____ _____		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Jeffrey S. Burroughs, P.E. Date: 1/25/23

Signature: _____ Title: Town Engineer

Attachment: MPR E-4 Sanitary Sewer Rehab (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond

PRINT FORM

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 January 25, 2023

TO: Vaishali Reberholt, P.E., Assistant Municipal Engineer
Engineering Department

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

RE: SEQR Determination
Misc. Sanitary Sewer Relining and Manhole Rehabilitation/Repairs
2023-2028 C.I.P. Project E-4

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)\Misc Sewer Relining and MH Repairs_01_25_2023.docx

cc:
Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR E-4 Sanitary Sewer Rehab (RES-2023-141 : Schedule Public Hearing - Miscellaneous Sanitary Sewer Projects (Bond

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27115 **RESOLUTION 2023-142** **ADOPTED**

Adjustment of Ad Valorem Allocation for Consolidated Water District Charges

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2022**

RE: **Resolution Adjusting Ad Valorem Allocation For Consolidated Water District Charges**

WHEREAS, the enabling legislation from the State of New York, New York State Town Law Section 202(2) and 202(4) grant the Town authority to expense the cost of a water district improvement through various methodologies, including local ad valorem assessments, to achieve a fair and equitable allocation of costs; and

WHEREAS, in 1985, the Town established a Water District and an ad valorem taxation method to support the costs of the Water District which have not been adjusted in Thirty-Eight (38) years; and

WHEREAS, property owners residing the Agricultural District of the Town of Amherst have identified their respective water district ad valorem taxes were potentially disproportionate in tax years 2021-22 and 2022-23 when compared to the benefit the water quality district provides to other property owners in the Town; and

WHEREAS, the ad valorem Water District taxes are made up of a frontage charge, an assessed valuation charge, and an area charge with the current allocations of these charges being 50% frontage, 25% assessed valuation, and 25% area; and

WHEREAS, the potentially disproportionate water district ad valorem taxes described above will be made equitable to all property owners in the Town by adjusting the allocations; and

WHEREAS, the Town has an interest in ensuring farmlands in the Agricultural District are protected and not the subject of potentially disproportionate ad valorem taxes due to the size of the property as opposed to the benefit actually received;

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Amherst wishes to adjust the allocations of the ad valorem Water District taxes to address the

potentially disproportionate burden on property owners in the Agricultural District; and

BE IT FURTHER RESOLVED, that the Town Assessor will calculate the ad valorem Water District taxes as 50% frontage, 37.5% assessed valuation, and 12.5% area, for all property owners in the Town of Amherst for the 2022-23 tax year (taxable status date March 1, 2023).

Thank you.

SAA:nmb
c: Tim Koller, Deputy Town Clerk (Agenda Item - February 13, 2023)
Emily Murphy, Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Town Assessor will calculate the ad valorem Water District taxes as 50% frontage, 37.5% assessed valuation, and 12.5% area, for all property owners in the Town of Amherst for the 2022-23 tax year

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 27104 **RESOLUTION 2023-143** **ADOPTED**

Lease of Farmland - 1040 Tonawanda Creek Road (DeVantier) (CRS #3838)

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 6, 2022**

RE: **Lease of 1040 Tonawanda Creek Road**
Melvin De Vantier and Gail R. De Vantier
Adopt Resolution Approving Lease Subject
To Permissive Referendum (CRS #3838)

Mr. and Mrs. DeVantier are requesting renewal of the attached lease for the 2023 calendar year for the above property. They have sent a check in the amount of $800.00 in consideration of this request. Once the lease is approved, the check will be forwarded to Daryl C. Bramer, Town Comptroller.

Therefore, kindly adopt the following resolution:

RESOLVED, the Town Board authorizes the Supervisor to execute the attached lease subject to permissive referendum subject to successful completion of the Contract Routing Process.

Thank you.

SJS:nmb
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Daryl C. Bramer, Town Comptroller (*w/attachment)*
Lynda Juul, Director of Finance (*w/attachment)*

2/13/2023
Consent

FINANCIAL IMPACT:

Revenue - $800.00 - A0001.02410

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

L E A S E

THIS AGREEMENT made as of the 13th day of February, 2023, between the Town of Amherst, a municipal corporation with its principal office for the transaction of business located at 5583 Main Street, Williamsville, New York 14221, hereinafter referred to as Lessor, and Melvin De Vantier, residing at 2761 Niagara Falls Boulevard, Niagara Falls, New York, 14304, hereinafter referred to as Lessee.

W I T N E S S E T H

That Lessor has leased real property commonly referred to as 1040 Tonawanda Creek Road consisting of approximately 40 acres situate on the west side of Tonawanda Creek Road, being tax account number 14.00-1-2, for the purpose of raising various crops, subject to the terms and conditions set forth below:

1. Lease Term: This lease is for a period of one (1) year, commencing the 1st day of January, 2023 and ending on the 31st day of December, 2023.

2. Permissive Referendum: In accordance with Article 7 of the Town Law of the State of New York, this Lease is being approved subject to permissive referendum.

3. Use: Lessee is hereby authorized to seed, cultivate, raise, and harvest farm crops.

4. Restrictions: Lessee shall not remove any soil from premises nor construct ditches or culverts except for the usual cultivated rows and immediate drainage purposes for the site. Upon the removal of the crops raised, the property shall be left in substantially the same condition as at the commencement of this Lease.

5. Indemnity: Lessee hereby covenants and agrees to indemnify and hold harmless the Lessor from all liability charges, expenses (including counsel fees) arising out of use of said premises as herein provided. Lessee will also provide Lessor with liability insurance coverage in the minimum amount of $1,000,000.00.

6. Consideration: Lessee shall pay to the Lessor the sum of $800.00 in consideration for this Lease.

Attachment: 2023LeaseTonaCrk (RES-2023-143 : Lease of Farmland - 1040 Tonawanda Creek Road (DeVantier))

7. Fertilizer, Pesticides and Insecticides: Lessee shall use only such fertilizers, pesticides, insecticides or other chemicals as are permitted by governmental regulation for farming purposes. No chemicals which shall be deemed to be hazardous or toxic or otherwise restricted in use shall be utilized on said premises.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above set forth.

TOWN OF AMHERST

BY: _____
BRIAN J. KULPA, Supervisor

BY: _____
MELVIN DE VANTIER

Attachment: 2023LeaseTonaCrk (RES-2023-143 : Lease of Farmland - 1040 Tonawanda Creek Road (DeVantier))

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

On the _____ day of _____, 2023, before me personally appeared Brian J. Kulpa, who being by me duly sworn, did depose and say that he resides in the Village of Williamsville, 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

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

On the _____day of _____, 2023, before me, the subscriber, personally appeared Melvin De Vantier, to me known and known to me to be the same person described in and who executed the within instrument and he acknowledged to me that he executed the same.

_____
Notary Public

Attachment: 2023LeaseTonaCrk (RES-2023-143 : Lease of Farmland - 1040 Tonawanda Creek Road (DeVantier))

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/26/2023

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

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

PRODUCER	CONTACT NAME:	
KATHLEEN MCCOLLUM INSURANCE AGENCY, INC. 10225 MAIN ST, SUITE 1 CLARENCE, NY 14031	PHONE (A/C, No, Ext): 716-204-9093	FAX (A/C, No): 716-204-9705
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FARM FAMILY CASUALTY INS. CO.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MELVIN DEVANTIER
2761 NIAGARA FALLS BLVD
NIAGARA FALLS, NY 14304

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	X	X	3132G1712	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[X] SPECIAL FARM PKG						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] 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)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR	X	X	3101B1459	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] 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						E.L. EACH ACCIDENT	$
	(Mandatory in NH) 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 LISTED 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

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Attachment: DeVantier.COI-01302023130922 (RES-2023-143 : Lease of Farmland - 1040 Tonawanda Creek Road (DeVantier))

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27126 **RESOLUTION 2023-144** **ADOPTED**

Settlement of Article 7 Matter - MCGMKL1, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
MCGMKL1, 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

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

MCGMKL1 LLC,

Petitioner,

vs.

CONSENT ORDER

EMILY MURPHY, ASSESSOR
OF THE TOWN OF AMHERST

Index No.: 808073/2022

AND

THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF
ERIE AND STATE OF NEW YORK,

Respondents,

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent,

AND

COUNTY OF ERIE,

Intervenor-Respondent.

FOR REVIEW OF THE 2022-2023 TAX
ASSESSMENT OF CERTAIN REAL PROPERTY IN
THE SAID TOWN OF AMHERST, NEW YORK

The above entitled proceedings involving tax assessment review for the premises known as 400 International Drive, Amherst, New York, bearing S.B.L. No. 69.14-5-14.1, for the assessment year 2022-2023 having progressed for trial, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town

Attachment: Consent Order w Intervenors - MCGMKL1 (RES-2023-144 : Settlement of Article 7 Matter - MCGMKL1, LLC V. Town of Amherst)

Attorney for the Town of Amherst, the Attorney for the Petitioner, the Attorney for the Williamsville Central School District, and the Attorney for the County of Erie, and it further appearing that the assessment of premises in the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, and the Williamsville Central School District, it is hereby

ORDERED, STIPULATED AND AGREED, that the above-entitled proceedings for the tax assessment review for the tax year 2022-2023 be and hereby are withdrawn and discontinued; and it is further

ORDERED, STIPULATED AND AGREED, that assessed value for the parcel known as 400 International Drive, Amherst, New York, bearing S.B.L. No. 69.14-5-14.1, shall be reduced from $5,756,200 to an assessed value of $5,500,000 for the tax year 2023-2024, and shall assessed said parcel at a figure reflecting a full market value of $7,430,000, equalized at the State Equalization Rate established for the current assessment roll for the tax years 2024-2025, 2025-2026 and 2026-2027; and it is further

ORDERED, STIPULATED AND AGREED, that said Petitioner in any instrument or agreement transferring all of the subject property 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 Stipulation and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof; and be it further

ORDERED, STIPULATED AND AGREED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this Order, with the exception of 727 (2a) and 727 (2b); and it is further

ORDERED, STIPULATED AND AGREED, that prior to taxable status date (March 1) 2023, 2024, and 2025, Petitioner shall provide Respondent Assessor with a current rent roll depicting the occupancy of said property. In the event that said rent roll indicates an

Attachment: Consent Order w Intervenors - MCGMKL1 (RES-2023-144 : Settlement of Article 7 Matter - MCGMKL1, LLC V. Town of Amherst)

increase in occupancy of 25% or greater from the previous year, Respondent may adjust the assessment accordingly notwithstanding any other provision of this agreement; conversely, if said rent roll indicates a decrease in occupancy of greater than 25% over the previous year, Petitioner may apply for a reduction in assessment.

ORDERED, STIPULATED AND AGREED, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and be it further

ORDERED, STIPULATED AND AGREED, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated: _____

_____
Hon. Deborah Chimes, J.S.C.

MCGMKL1 LLC

By: _____
Michael J. Hughes, Esq.
Attorney for Petitioner

Date: _____, 2023

Respondent Town of Amherst

By: _____
Sam Alba, Esq.
Attorney for Respondents

Date: _____, 2023

Intervenor-Respondent
Williamsville Central School District

By: _____
Michael B. Risman, Esq.
Attorney for Intervenor-Respondent

Date: _____, 2023

Intervenor-Respondent
County of Erie

By: _____
Margaret A. Hurley, Esq.
Attorney for Intervenor-Respondent

Date: _____, 2023

Attachment: Consent Order w Intervenors - MCGMKL1 (RES-2023-144 : Settlement of Article 7 Matter - MCGMKL1, LLC V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27127 **RESOLUTION 2023-145** **ADOPTED**

Settlement of Article 7 Matter - Hein 2350 North Forest Road, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Hein 2350 North Forest Road, 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

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

HEIN 2350 NORTH FOREST ROAD LLC,

Petitioner,

vs. **CONSENT ORDER**

EMILY MURPHY, ASSESSOR
OF THE TOWN OF AMHERST Index No.: 808165/2022

AND

THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF
ERIE AND STATE OF NEW YORK,

Respondents,

AND

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

FOR REVIEW OF THE 2022-2023 TAX
ASSESSMENT OF CERTAIN REAL PROPERTY IN
THE SAID TOWN OF AMHERST, NEW YORK

The above entitled proceedings involving tax assessment review for the premises known as 2350 North Forest Road, Amherst, New York, bearing S.B.L. No. 55.01-1-6.2, for the assessment year 2022-2023 having progressed for trial, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney for the Town of Amherst, the Attorney for the Petitioner, and the Attorney for the Williamsville Central School District, and it further appearing that the assessment of premises in

Attachment: Stipulation and Order w Intervenor (RES-2023-145 : Settlement of Article 7 Matter - Hein 2350 North Forest Road, LLC V. Town of

the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, and the Williamsville Central School District, it is hereby

ORDERED, STIPULATED AND AGREED, that the above-entitled proceedings for the tax assessment review for the tax year 2022-2023 be and hereby are withdrawn and discontinued; and it is further

ORDERED, STIPULATED AND AGREED, that assessed value for the parcel known as 2350 North Forest Road, Amherst, New York, bearing S.B.L. No. 55.01-1-6.2, shall be reduced from $3,560,000 to an assessed value of $3,300,000 for the tax year 2023-2024, and shall assessed said parcel at a figure reflecting a full market value of $4,460,000, equalized at the State equalization Rate established for the current assessment roll for the tax years, 2024-2025, 2025-2026 and 2026-2027; and it is further

ORDERED, STIPULATED AND AGREED, that said Petitioner in any instrument or agreement transferring all of the subject property 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 Stipulation and that such covenant shall be deemed to run with the land for the tax periods embraced by the terms thereof; and be it further

ORDERED, STIPULATED AND AGREED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this Order, with the exception of 727 (2a) and 727 (2b); and it is further

ORDERED, STIPULATED AND AGREED, that prior to taxable status date (March 1) 2023, 2024, and 2025, Petitioner shall provide Respondent Assessor with a current rent roll depicting the occupancy of said property. In the event that said rent roll indicates an increase in occupancy of 25% or greater from the previous year, Respondent may adjust the assessment accordingly notwithstanding any other provision of this agreement;

Attachment: Stipulation and Order w Intervenor (RES-2023-145 : Settlement of Article 7 Matter - Hein 2350 North Forest Road, LLC V. Town of

conversely, if said rent roll indicates a decrease in occupancy of greater than 25% over the previous year, Petitioner may apply for a reduction in assessment.

ORDERED, STIPULATED AND AGREED, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and be it further

ORDERED, STIPULATED AND AGREED, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated: _____

_____
Hon. Timothy Walker, J.S.C.

Hein 2350 North Forest Road, LLC

By: _____
Michael J. Hughes, Esq.
Attorney for Petitioner

Date: _____, 2022

Respondent Town of Amherst

By: _____
Sam Alba, Esq.
Attorney for Respondents

Date: _____, 2022

Intervenor-Respondent Williamsville Central School District

By: _____
Michael B. Risman, Esq.
Attorney for Intervenor-Respondent

Date: _____, 2022

Attachment: Stipulation and Order w Intervenor (RES-2023-145 : Settlement of Article 7 Matter - Hein 2350 North Forest Road, LLC V. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27128 **RESOLUTION 2023-146** **ADOPTED**

Settlement of Article 7 Matter - Northwoods, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Northwoods, 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

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

NORTHWOODS LLC,

Petitioner,

vs. **CONSENT ORDER**

EMILY MURPHY, ASSESSOR
OF THE TOWN OF AMHERST Index No.: 808075/2022

AND

THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF
ERIE AND STATE OF NEW YORK,

Respondents,

AND

SWEET HOME CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

FOR REVIEW OF THE 2022-2023 TAX
ASSESSMENT OF CERTAIN REAL PROPERTY IN
THE SAID TOWN OF AMHERST, NEW YORK

The above entitled proceedings involving tax assessment review for the premises known as 3950 East Robinson Road, Amherst, New York, bearing S.B.L. No. 26.03-2-8.12, for the assessment year 2022-2023 having progressed for trial, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney for the Town of Amherst, the Attorney for the Petitioner, and the Attorney for the Sweet Home Central School District, and it further appearing that the assessment of premises in

Attachment: Consent Order - Northwoods (RES-2023-146 : Settlement of Article 7 Matter - Northwoods, LLC V. Town of Amherst)

the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, and the Sweet Home Central School District, it is hereby

ORDERED, STIPULATED AND AGREED, that the above-entitled proceedings for the tax assessment review for the tax year 2022-2023 be and hereby are withdrawn and discontinued; and it is further

ORDERED, STIPULATED AND AGREED, that assessed value for the parcel known as 3950 East Robinson Road, Amherst, New York, bearing S.B.L. No. 26.03-2-8.12, shall be reduced from $4,930,000 to an assessed value of $4,736,000 for the tax year 2023-2024, and shall assessed said parcel at a figure reflecting a full market value of $6,400,000, equalized at the State Equalization Rate established for the current assessment roll for the tax years 2024-2025, 2025-2026 and 2026-2027; and it is further

ORDERED, STIPULATED AND AGREED, that said Petitioner in any instrument or agreement transferring all of the subject property 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 Stipulation 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 AGREED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this Order, with the exception of 727 (2a) and 727 (2b); and it is further

ORDERED, STIPULATED AND AGREED, that prior to taxable status date (March 1) 2023, 2024, and 2025, Petitioner shall provide Respondent Assessor with a current rent roll depicting the occupancy of said property. In the event that said rent roll indicates an increase in occupancy of 25% or greater from the previous year, Respondent may adjust the assessment accordingly notwithstanding any other provision of this agreement;

Attachment: Consent Order - Northwoods (RES-2023-146 : Settlement of Article 7 Matter - Northwoods, LLC V. Town of Amherst)

conversely, if said rent roll indicates a decrease in occupancy of greater than 25% over the previous year, Petitioner may apply for a reduction in assessment; and it is further

ORDERED, STIPULATED AND AGREED, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and it is further

ORDERED, STIPULATED AND AGREED, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated: _____

_____
Hon. Timothy Walker, J.S.C.

Northwoods LLC

By: _____
Michael J. Hughes, Esq.
Attorney for Petitioner

Date: _____, 2022

Respondent Town of Amherst

By: _____
Sam Alba, Esq.
Attorney for Respondents

Date: _____, 2022

Intervenor-Respondent Sweet Home Central School District

By: _____
John K. Rottaris, Esq.
Attorney for Intervenor-Respondent

Date: _____, 2022

Attachment: Consent Order - Northwoods (RES-2023-146 : Settlement of Article 7 Matter - Northwoods, LLC V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27130 **RESOLUTION 2023-147** **ADOPTED**

Settlement of Article 7 Matter - 380 Hartford Road, Inc. V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
380 Hartford Road, 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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

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

380 HARTFORD ROAD INC.,

Petitioner,

vs.

CONSENT ORDER

EMILY MURPHY, ASSESSOR
OF THE TOWN OF AMHERST

Index No.: 808076/2022

AND

THE BOARD OF ASSESSMENT REVIEW OF
THE TOWN OF AMHERST, COUNTY OF
ERIE AND STATE OF NEW YORK,

Respondents,

AND

SWEET HOME CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent.

FOR REVIEW OF THE 2022-2023 TAX
ASSESSMENT OF CERTAIN REAL PROPERTY IN
THE SAID TOWN OF AMHERST, NEW YORK

The above entitled proceedings involving tax assessment review for the premises known as 380-390 Hartford Road, Amherst, New York, bearing S.B.L. No. 67.08-8-41, for the assessment year 2022-2023 having progressed for trial, and negotiations for settlement having been conducted and said settlement having been approved and recommended by the Town Attorney for the Town of Amherst, the Attorney for the Petitioner, and the Attorney for the Sweet Home Central School District, and it further appearing that the assessment of premises in

Attachment: 380 Hartford Consent order for sigs (RES-2023-147 : Settlement of Article 7 Matter - 380 Hartford Road, Inc. V. Town of Amherst)

the Town of Amherst provides the basis for imposition of taxes assessed by the County of Erie, Town of Amherst, and the Sweet Home Central School District, it is hereby

ORDERED, STIPULATED AND AGREED, that the above-entitled proceedings for the tax assessment review for the tax year 2022-2023 be and hereby are withdrawn and discontinued; and it is further

ORDERED, STIPULATED AND AGREED, that assessed value for the parcel known as 380-390 Hartford Road, Amherst, New York, bearing S.B.L. No. 67.08-8-41, shall be reduced from $1,600,000 to an assessed value of $1,200,000 for the tax year 2023-2024, and shall assessed said parcel at a figure reflecting a full market value of $1,892,000, equalized at the State Equalization Rate established for the current assessment roll for the tax years 2024-2025, 2025-2026 and 2026-2027; and it is further

ORDERED, STIPULATED AND AGREED, that said Petitioner in any instrument or agreement transferring all of the subject property 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 Stipulation 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 AGREED, that the provisions of Section 727 of the Real Property Tax Law shall apply to this Order, with the exception of 727 (2a) and 727 (2b); and it is further

ORDERED, STIPULATED AND AGREED, that prior to taxable status date (March 1) 2023, 2024, and 2025, Petitioner shall provide Respondent Assessor with a current rent roll depicting the occupancy of said property. In the event that said rent roll indicates an increase in occupancy of 25% or greater from the previous year, Respondent may adjust the assessment accordingly notwithstanding any other provision of this agreement;

Attachment: 380 Hartford Consent order for sigs (RES-2023-147 : Settlement of Article 7 Matter - 380 Hartford Road, Inc. V. Town of Amherst)

conversely, if said rent roll indicates a decrease in occupancy of greater than 25% over the previous year, Petitioner may apply for a reduction in assessment; and it is further

ORDERED, STIPULATED AND AGREED, that this Court shall retain jurisdiction over this proceeding pending the expiration of this annexed Stipulation, and that all applications to enforce any or all of the terms of the Stipulation shall be brought before this Court; and it is further

ORDERED, STIPULATED AND AGREED, that these proceedings are discontinued with prejudice, without costs or disbursements against either party.

Dated: _____

_____
Hon. Emilio Colaiacovo, J.S.C.

380 Hartford Road, Inc.

By: _____
Michael J. Hughes, Esq.
Attorney for Petitioner

Date: 12-14, 2022

Respondent Town of Amherst

By: _____
Sam Alba, Esq.
Attorney for Respondents

Date: _____, 2022

Intervenor-Respondent Sweet Home Central School District

By: _____
John K. Rottaris, Esq.
Attorney for Intervenor-Respondent

Date: _____, 2022

Attachment: 380 Hartford Consent order for sigs (RES-2023-147 : Settlement of Article 7 Matter - 380 Hartford Road, Inc. V. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27131 **RESOLUTION 2023-148** **ADOPTED**

Settlement of Article 7 Matter - Bridgestone Retail Operations, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Bridgestone Retail Operations, LLC v. Town of Amherst

Kindly adopt a resolution authorizing the following:

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

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

File No. 6000/jl

At an IAS Term of the Supreme Court of the State of New York, held in and for the County of Erie, at Buffalo, New York, on the _____ day of _____, 2023.

P R E S E N T:

HON. RAYMOND WALTER

Justice.

----------X

In the Matter of the Application of,

BRIDGESTONE RETAIL OPERATIONS, LLC (P#101060),

Petitioner,

-against-

THE BOARD OF ASSESSORS AND THE BOARD OF ASSESSMENT REVIEW OF THE TOWN OF AMHERST,

Respondents.

-and-

SWEET HOME CENTRAL SCHOOL DISTRICT,

Intervenor-Respondent,

For review under Article 7 of the RPTL.

----------X

CONSENT JUDGEMENT

Tax Year	Index No.
2022/23	808255/2022

Property Description

Section:	67.06
Block:	1
Lot:	25.1

ORDERED, ADJUDGED AND DETERMINED that the assessment on the property designated as Section 67.06, Block 1, Lot 25.1 on the tax map and assessment roll of the Town of Amherst shall be reduced so that the final total assessed value of said property on said

Attachment: 6000 - Bridgestone Retail-Revised Consent & Order 2.1.23 (RES-2023-148 : Settlement of Article 7 Matter - Bridgestone Retail

assessment rolls be as follows:

Lot 25.1:

Tax Year	Original Assessment	Revised Assessment	Reduction
2022/23	$1,030,000	$930,000	$100,000

and it is further

ORDERED, ADJUDGED AND DETERMINED that the assessment on the property designated as Section 67.06, Block 1, Lot 25.1 on the tax map and assessment roll of the Town of Amherst for the tax year 2022/23, shall be, and hereby are, confirmed; and it is further

ORDERED, ADJUDGED AND DETERMINED that the officer or officers having custody of the aforesaid assessment roll of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuations; and it is further

ORDERED, ADJUDGED AND DETERMINED that the Petitioner paid School tax bill to SWEET HOME CENTRAL SCHOOL DISTRICT for the 2022/23 tax year prior to this judgment, in lieu of this fact Schroder & Strom, LLP waives demand for refund for the School taxes of 2022/23, as it has been determined that the reduction will be implemented on the upcoming 2023/24, 2024/25 and 2025/26 assessment rolls, and it is further

ORDERED, ADJUDGED AND DETERMINED that there shall be audited, allowed and paid to the Petitioner by the TOWN OF AMHERST the amounts, if any, paid as Town, School and Town Special District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respected laws of the State of New York, provided, however, if said

Attachment: 6000 - Bridgestone Retail-Revised Consent & Order 2.1.23 (RES-2023-148 : Settlement of Article 7 Matter - Bridgestone Retail

refund is paid by the TOWN OF AMHERST within sixty (60) days of service upon the Town of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED AND DETERMINED that there shall be audited, allowed and paid to the Petitioner by the COUNTY OF ERIE the amounts, if any, paid as County and County Special District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by Section 726 of the Real Property Tax Law, provided, however, if said refund is paid by the County of Erie within sixty (60) days of service upon the County Commissioner of Finance of an attorney's certified copy of this Order hereon together with a Demand for Payment and proof of payment of said taxes said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED AND DETERMINED that the County of Erie and the Town of Amherst will correct the 2022/23 tax bill and with said corrected tax bills to be paid without interest or penalties if paid within 45 days of receipt of said corrected tax bills, and it is further

ORDERED AND DIRECTED that all tax refunds hereinabove directed to be paid shall be paid by check or draft payable to the order of SCHRODER & STROM, LLP, as attorneys for the Petitioners, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law Section 475; and it is further

ORDERED, ADJUDGED AND DECREED that the provisions of Real Property Tax Law Section 727 shall be applicable to the reductions made to the 2023 assessment roll set forth in the First Decretal Paragraph herein for the 2025/26 assessment roll as set forth herein; and it is

Attachment: 6000 - Bridgestone Retail-Revised Consent & Order 2.1.23 (RES-2023-148 : Settlement of Article 7 Matter - Bridgestone Retail

further

ORDERED that this Order hereby constitutes and represents full settlement of each of the 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-entitled proceedings be and the same are settled and discontinued.

ENTER,

_____
HON. RAYMOND WALTER

SIGNING AND ENTRY OF THE WITHIN ORDER IS HEREBY CONSENTED TO:

_____
JOSEPH PACKARD, ESQ

Attorney for Petitioner
Schroder & Strom, LLP
114 Old Country Road, Suite 218
Mineola, NY 11501

_____
MARGARET A. HURLEY, ESQ.
ATTORNEY FORCOUNTY OF ERIE
LIPPES MATHIAS LLP
50 Fountain Plaza, Suite 1700
Buffalo, NY 14202

_____
SAMUEL A. ALBA, ESQ.

Town of Amherst
Senior Deputy Attorney
5583 Main Street
Williamsville, NY 14221

THE OFFICE OF THE ERIE COUNTY ATTORNEY HAS NO OBJECTION TO THE ENTERING OF THE WITHIN ORDER:

_____
JOHN K. ROTTARIS, ESQ.

Attorney for Sweet Home CSD
Gross Shuman, P.C
465 Main, Suite 600
Buffalo, NY 14203

DATED: _____
COUNTY ATTORNEY
THE COUNTY OF ERIE

G:\Users\Joseph Laurino\Settlements\Upstate Settlements\6000-BRIDGESTONE RETAIL OPERATIONS, LLC (P#101060)\6000 - Bridgestone Retail.wpd

Attachment: 6000 - Bridgestone Retail-Revised Consent & Order 2.1.23 (RES-2023-148 : Settlement of Article 7 Matter - Bridgestone Retail

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27132 **RESOLUTION 2023-149** **ADOPTED**

Settlement of Article 7 Matter - Avalon Meadows Condominium V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Avalon Meadows Condominium 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at 25 Delaware Avenue, Buffalo, New York, on the _____ day of _____, 2023.

PRESENT: HON. EMILIO COLAIACOVO, J.S.C.
Presiding

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

THE BOARD OF MANAGERS, CHATEAU AT AVALON MEADOWS CONDOMINIUM
Petitioner,

v.

TOWN OF AMHERST

Respondent,

AND

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

AND

COUNTY OF ERIE

Intervenors.

CONSENT ORDER

Index No.: 809756/2021
808457/2022

FOR REVIEW OF THE 2021-2022 & 2022-2023 TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST, NEW YORK

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 Nicole Court in Amherst, New York, S.B.L. #s as noted on Schedule A for the tax years 2021-2022 and 2022-2023 having progressed for trial, and negotiations for settlement having been conducted, and said

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

settlement having been approved and recommended by the Attorney for the Town of Amherst, the Attorney for the Williamsville Central School District, 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 County of Erie, the Town of Amherst and the Williamsville Central School District, it is hereby

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax 2021-2022 for the premises at Nicole Court be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax 2022-2023 for the premises at Nicole Court be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax year 2023-2024 for the premises at Nicole Court be set at $ 6,857,500 assessed value as apportioned on Schedule A, attached, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax years 2024-2025; 2025-2026; 2026-2027 shall remain an aggregate fair market value of $ 16,891,900, multiplied by the governing equalization rate to derive the equalized assessed value for each year, as apportioned on Schedule B, attached, and it is further

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

ORDERED, STIPULATED, AND ADJUDGED that the provisions of Section 727 of the Real Property Tax Law shall apply to the aforementioned tax years without regard to revaluation or update in the interval, 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 Respondents waive any objection based upon statute of limitations grounds, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of Erie County, the Town of Amherst, Williamsville Central School District, 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 days by official check payable to the order of Wolfgang & Weinmann, as

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

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 45 days of receipt of said corrected bills, 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 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

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

discontinued with prejudice.

HON. EMILIO COLIACOVO, 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
THE BOARD OF MANAGERS, CHATEAU AT AVALON MEADOWS CONDOMINIUM

By: _____
PETER ALLEN WEINMANN, ESQ.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
TOWN OF AMHERST

By: _____
SAMUEL A. ALBA, ESQ.
Attorney for Respondent

Date: _____

FOR PETITIONER
THE BOARD OF MANAGERS, CHATEAU AT AVALON MEADOWS CONDOMINIUM

By: _____
HOWARD COHEN
As Agent

Date: _____

FOR INTERVENOR
WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

By: _____
MICHAEL B. RISMAN, ESQ.
Attorney for Intervenor

Date: 2/2/23

FOR PETITIONER
THE BOARD OF MANAGERS, CHATEAU AT AVALON MEADOWS CONDOMINIUM

By: _____
ROBERT BOREANAZ
As Agent

Date: _____

FOR INTERVENOR
COUNTY OF ERIE

By: _____
JAMES C. DEMARCO, III, ESQ.
Attorney for Intervenor

Date: _____

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

Exhibit A
Tax Year 2023-2024

Owner	Address	SBL#	2023-2024 Taxable AV
The Chateaus @ Avalon	114 Nicole Court	42.06-1-1	$ 0
Galbo	116 Nicole Court	42.06-1-2	$154,278
Boreanaz	122 Nicole Court	42.06-1-3	$134,848
Woeppel	128 Nicole Court	42.06-1-4	$107,681
Cohen	134 Nicole Court	42.06-1-5	$125,598
Michel	140 Nicole Court	42.06-1-6	$143,981
Rosen	146 Nicole Court	42.06-1-7	$ 98,838
Johel Irrevocable Trust	152 Nicole Court	42.06-1-8	$120,479
Bhattacharyya	160 Nicole Court	42.06-1-9	$375,200
Judith T Berlow Revoc Trust	166 Nicole Court	42.06-1-10	$134,732
DiStefano	165 Nicole Court	42.06-1-11	$113,382
Shiffner	159 Nicole Court	42.06-1-12	$143,923
Weitzner-Lin	153 Nicole Court	42.06-1-13	$159,805
Cohen	147 Nicole Court	42.06-1-14	$119,490
Buch	139 Nicole Court	42.06-1-15	$142,585
Tan	131 Nicole Court	42.06-1-16	$129,729
Bingeman	121 Nicole Court	42.06-1-17	$141,829
Banerjee	93 Nicole Court	42.06-1-18	$ 93,253
Guzman	87 Nicole Court	42.06-1-19	$ 93,253
Steele	75 Nicole Court	42.06-1-20	$130,310
Golembeski	57 Nicole Court	42.06-1-21	$ 73,881
Detwiler	51 Nicole Court	42.06-1-22	$112,974
Egamino	45 Nicole Court	42.06-1-23	$102,968
Becker Family Revocable Trust	39 Nicole Court	42.06-1-24	$142,702
Dagonese	33 Nicole Court	42.06-1-25	$434,000
Torre	27 Nicole Court	42.06-1-26	$ 93,253
Oh	21 Nicole Court	42.06-1-27	$109,659

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

Delaney	15 Nicole Court	42.06-1-28	$109,368
Webster	10 Nicole Court	42.06-1-29	$111,869
Hassett	16 Nicole Court	42.06-1-30	$364,600
Lofton	22 Nicole Court	42.06-1-31	$287,300
Shoemaker	28 Nicole Court	42.06-1-32	$290,300
Gorski	34 Nicole Court	42.06-1-33	$366,400
Davidson	40 Nicole Court	42.06-1-34	$ 93,137
Tramont	46 Nicole Court	42.06-1-35	$ 98,838
Mioduszewski	52 Nicole Court	42.06-1-36	$ 97,965
Rubin	58 Nicole Court	42.06-1-37	$148,054
Gartner	64 Nicole Court	42.06-1-38	$122,573
DiMatteo	70 Nicole Court	42.06-1-39	$112,509
Stankovich	76 Nicole Court	42.06-1-40	$146,134
Dehlinger	82 Nicole Court	42.06-1-41	$119,490
Downing	88 Nicole Court	42.06-1-42	$301,700
Andriaccio	94 Nicole Court	42.06-1-43	$149,508
JFG/LLG Family Trust	102 Nicole Court	42.06-1-44	$ 93,253
Daniel DeAngelis Revocable Trust	110 Nicole Court	42.06-1-45	$111,869

TOTAL: $6,857,500 AV

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

Exhibit B
Tax Years 2024-2025, 2025-2026 and 2026-2027

Owner	Address	SBL#	2024-2025, 2025-2026 and 2026-2027 Taxable Assessed Full Market Value
The Chateaus @ Avalon	114 Nicole Court	42.06-1-1	$ 0
Galbo	116 Nicole Court	42.06-1-2	$473,552
Boreanaz	122 Nicole Court	42.06-1-3	$413,912
Woeppel	128 Nicole Court	42.06-1-4	$330,522
Cohen	134 Nicole Court	42.06-1-5	$385,520
Michel	140 Nicole Court	42.06-1-6	$441,946
Rosen	146 Nicole Court	42.06-1-7	$303,381
Johel Irrevocable Trust	152 Nicole Court	42.06-1-8	$369,806
Bhattacharyya	160 Nicole Court	42.06-1-9	$507,027
Judith T Berlow Revoc Trust	166 Nicole Court	42.06-1-10	$413,555
DiStefano	165 Nicole Court	42.06-1-11	$348,022
Shiffner	159 Nicole Court	42.06-1-12	$441,768
Weitzner-Lin	153 Nicole Court	42.06-1-13	$490,516
Cohen	147 Nicole Court	42.06-1-14	$366,771
Buch	139 Nicole Court	42.06-1-15	$437,661
Tan	131 Nicole Court	42.06-1-16	$398,198
Bingeman	121 Nicole Court	42.06-1-17	$435,340
Banerjee	93 Nicole Court	42.06-1-18	$286,238
Guzman	87 Nicole Court	42.06-1-19	$286,238
Steele	75 Nicole Court	42.06-1-20	$399,984
Golembeski	57 Nicole Court	42.06-1-21	$226,777
Detwiler	51 Nicole Court	42.06-1-22	$346,772
Egamino	45 Nicole Court	42.06-1-23	$316,059
Becker Family Revocable Trust	39 Nicole Court	42.06-1-24	$438,018
Dagonese	33 Nicole Court	42.06-1-25	$586,486
Torre	27 Nicole Court	42.06-1-26	$286,238

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

Oh	21 Nicole Court	42.06-1-27	$336,594
Delaney	15 Nicole Court	42.06-1-28	$335,701
Webster	10 Nicole Court	42.06-1-29	$343,379
Hassett	16 Nicole Court	42.06-1-30	$492,703
Lofton	22 Nicole Court	42.06-1-31	$388,243
Shoemaker	28 Nicole Court	42.06-1-32	$392,297
Gorski	34 Nicole Court	42.06-1-33	$495,135
Davidson	40 Nicole Court	42.06-1-34	$285,881
Tramont	46 Nicole Court	42.06-1-35	$303,381
Mioduszewski	52 Nicole Court	42.06-1-36	$300,702
Rubin	58 Nicole Court	42.06-1-37	$454,446
Gartner	64 Nicole Court	42.06-1-38	$376,235
DiMatteo	70 Nicole Court	42.06-1-39	$345,343
Stankovich	76 Nicole Court	42.06-1-40	$448,553
Dehlinger	82 Nicole Court	42.06-1-41	$366,771
Downing	88 Nicole Court	42.06-1-42	$407,703
Andriaccio	94 Nicole Court	42.06-1-43	$458,910
JFG/LLG Family Trust	102 Nicole Court	42.06-1-44	$286,238
Daniel DeAngelis Revocable Trust	110 Nicole Court	42.06-1-45	$343,379

TOTAL: $16,891,900 FMV

Attachment: Avalon Meadows Order ScannedDocument (RES-2023-149 : Settlement of Article 7 Matter - Avalon Meadows Condominium V.

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27133 **RESOLUTION 2023-150** **ADOPTED**

Settlement of Article 7 Matter - 425 Centerpointe V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
425 Centerpointe Corporate Park, LLC; the Ciminelli Network, LP v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Partial Stipulation of Settlement and Judicial Order; and

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Partial Stipulation of Settlement and Judicial Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

At a Motion Term of the Supreme Court held in and for the County of Erie, Buffalo, New York, on the ___ day of _____, 2023.

PRESENT: HON. HENRY NOWAK, J.S.C.
Justice Presiding

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

---

425 CENTERPOINTE CORPORTE PARK, LLC; THE CIMINELLI NETWORK, LP,

Petitioners,

vs.

THE ASSESSOR(S) FOR THE TOWN OF AMHERST, NY, BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST, NY and THE TOWN OF AMHERST, NY,

Respondents and the

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT and COUNTY OF ERIE,

Intervenor-Respondents.

PARTIAL STIPULATION OF SETTLEMENT AND JUDICIA ORDER

Index Nos.
808432/2022
810259/2021

The Petitioners ("Petitioner") above-named, having duly and timely commenced these proceedings under Article 7 of the Real Property Tax Law to review the assessed value of real property located at 425 Essjay Road and 550-600 Essjay Road in the Town of Amherst, New York (SBL Nos. 69.14-6-4 and 69.18-6-4, respectively) for the assessment years 2021 and 2022, and the Petitioner, having appeared by and through their attorneys at Speno MacLeod, PLLC (Rebecca Speno, Esq., of counsel, the Respondents having appeared by Senior Deputy Town Attorney Sam Alba, Esq.; Intervenor-Respondent Williamsville Central School District, having appeared by it's attorneys at Hodgson Russ, LLP (Michael Risman, Esq., of counsel); and Intervenor-Respondent County of Erie having appeared by their counsel at Bengart & Demarco, LLP (James DeMarco, Esq., of counsel); and the parties, having proposed that these proceedings be partially settled as to the parcel located at 425 Essjay / SBL Number 69.14-6-4 (hereinafter, the "Subject') upon the terms and conditions set forth herein, with the proceedings remaining open and continuing with respect to the 550-600 Essjay Road / SBL Number 69.18-6-4.

And now, upon the consent of the parties, it is hereby Stipulated, Agreed and:

Attachment: 23.01.31 425 Centerpointe - 426 Essjay Parcel - Partial Stip of Settlement Proposed (RES-2023-150 : Settlement of Article 7 Matter -

ORDERED, that original assessment on the Subject for the years at issue was $2,464,000; and it is further

ORDERED, that for assessment roll year 2021, the assessment on the Subject shall be reduced to $2,081,081; and it is further

ORDERED, that for assessment roll year 2022, the assessment on the Subject shall be reduced to $1,750,000; and it is further

ORDERED, there shall be no refunds paid to Petitioner as result of these reductions and instead, the 2023 tentative and final assessment on the Subject shall be calculated at $2,364,865 (which is $1,750,000 x 74% equalization rate) times the final equalization rate for the town, less $1,096,919 in assessment credit**;** and it is further

ORDERED, that if any tax bill covered by this Partial Stipulation of Settlement and Judicial Order is not calculated based upon the figures outlined herein, Petitioner shall be entitled to a corrected tax bill, or refunds, as may be necessary based upon the situation and timing involved, without formal application for the same; and it is further

ORDERED, that the officer or officers having the custody of the assessment roll upon which the above-mentioned and taxes levied thereon are entered, should correct the said entries in conformity with this Order; and it is further

ORDERED, that Section 727 of the RPTL shall apply for the assessment years 2024 and 2025 to set a maximum full value for the Subject of $2,364,865 for each such year, notwithstanding the Town's upcoming revaluation/assessment update; and it is further

ORDERED, that this document shall not be construed as a waiver of Petitioner's right to raise any constitutional claims associated with this action or the parcel at issue; and it is further

ORDERED, that this shall be considered the Parties' entire understanding and agreement between and among them. There shall be no modification of this agreement except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court; and it is further

ORDERED, that the Parties authorize their attorneys to execute this document and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this agreement; and it is further

ORDERED, that if any provision of this document shall be determined to be invalid, illegal, null or void, or unenforceable to any extent, the reminder of this agreement shall remain in effect to the fullest extent of the law; and it is further

ORDERED, that this Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this agreement; and it is further

Attachment: 23.01.31 425 Centerpointe - 426 Essjay Parcel - Partial Stip of Settlement Proposed (RES-2023-150 : Settlement of Article 7 Matter -

ORDERED, that this action shall be discontinued without prejudice upon entry of this agreement. Petitioner shall have the right to seek specific enforcement of the terms of this agreement and to otherwise enforce it by whatever means provided by law; and it is further

ORDERED, that the Consent to this Stipulation of Settlement and Judicial Order below may be signed in counterpart and by electronic signature.

DATED: _____**, 2023**
Buffalo, New York

_____
HON. HENRY NOWAK, J.S.C. PRESIDING

THE PARTIES CONSENT TO THIS ORDER:

Dated: _____ 2023

SPENO MACLEOD, PLLC

By: _____
Rebecca Speno, Esq.

Attorneys for Petitioner
PO Box 152
Baldwinsville, New York 13027

Dated: _____ 2023

TOWN OF AMHERST

By: _____
Samuel Alba, Esq.

Senior Deputy Town Attorney
Town of Amherst - 5583 Main Street
Williamsville, New York 14221

Dated: _____ 2023

BENGART & DEMARCO, LLP

By: _____
James DeMarco, Esq.

Attorneys for the County
2655 Sheridan Drive
Tonawanda, New York 14150

Dated: _____ 2023

HODGSON RUSS, LLP

By: _____
Michael Risman, Esq.

Attorney for the School District
140 Pearl St, Suite 100
Buffalo, New York 14202

Attachment: 23.01.31 425 Centerpointe - 426 Essjay Parcel - Partial Stip of Settlement Proposed (RES-2023-150 : Settlement of Article 7 Matter -

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27134 **RESOLUTION 2023-151** **ADOPTED**

Settlement of Article 7 Matter - 470 Aurora Street, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
470 Aurora Street, 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 Judgment; and

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

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : February 13, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Erie, Buffalo, New York on the __ day of _____ ____, 2023.

PRESENT: HON. SHEILA DITULLIO

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION FOR REVIEW UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW OF A TAX ASSESSMENT BY 470 AURORA STREET LLC

CONSENT ORDER AND JUDGMENT

Petitioner,

-vs.-

Index No.: 808041/2022

THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST; THE ASSESSOR OF THE TOWN OF AMHERST; and THE TOWN OF AMHERST, NEW YORK

Respondents.

For Review of the Assessment of Certain Real Property known as 5813 Main St in the said Town of Amherst for the 2022-23 Tax Year.

WHEREAS Petitioner has heretofore commenced the within proceedings under Article 7 of the Real Property Tax Law to review the assessment of a certain parcel of real property located at and known as 5813 Main St (SBL #81.06-1-17) in the Town of Amherst, County of Erie and State of New York for the tax year 2022-23, and

WHEREAS this proceeding has duly come before an IAS Term of this Court, and Kavinoky Cook LLP, Scott C. Becker, Esq., of counsel, having appeared for the Petitioner, Samuel A. Alba, Esq., Town of Amherst Counsel, having appeared for the Respondent Town of Amherst, and Hodgson Russ LLP, Michael B. Risman, Esq., of Counsel, having appeared for the Intervenor-Respondents Williamsville Central School District, and the parties having agreed to a settlement of

Attachment: Consent OJ 5813 Main St 470 Aurora St LLC Amherst (RES-2023-151 : Settlement of Article 7 Matter - 470 Aurora Street, LLC V.

this proceeding, it is hereby

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #81.06-1-17 on the tax assessment roll of the Town of Amherst for the following tax year, has been and shall remain as follows:

Assessment Year	Assessment
2022-23	$540,000

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessment on the property designated as SBL #81.06-1-17 shall be based on a fair market value of $412,000 for the 2023-24, and 2024-25 tax years and shall be calculated as follows:

Assessment Year	Assessment
2023-24	$412,000 multiplied by the uniform percentage of value stated on the 2023-24 assessment roll
2024-25	$412,000 multiplied by the uniform percentage of value stated on the 2024-25 assessment roll

and it is further

STIPULATED, ORDERED and ADJUDGED, that the assessments as reduced, corrected and adjusted herein are fair, equitable and proper for the purposed of this settlement, and it is further

STIPULATED, ORDERED and ADJUDGED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Amherst shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said combined assessments to such corrected and reduced valuations that the appropriate financial officers are hereby directed and authorized to calculate and disburse any resulting refunds of taxes, and it is further

STIPULATED, ORDERED and ADJUDGED, that in the event that the Assessor for the Town of Amherst assesses SBL #81.06-1-17 for any stated year at a level higher than provided for

Attachment: Consent OJ 5813 Main St 470 Aurora St LLC Amherst (RES-2023-151 : Settlement of Article 7 Matter - 470 Aurora Street, LLC V.

herein, Petitioner hereby reserves the right to reinstate and reinstitute its Article 7 proceedings herein settled, and the Respondents hereby agree to waive any objection based upon Statute of Limitations Grounds, and it is further

STIPULATED, ORDERED and ADJUDGED, that Petitioner shall have the right to seek specific enforcement of this Stipulation, Order and Judgment by whatever means provided by law, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Stipulation, Order and Judgment hereby constitutes and represents the entire understanding and agreement among the parties and the full settlement of the assessment review proceeding herein, that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Stipulation, Order and Judgment, the above proceeding shall be, and the same hereby is, settled and discontinued with prejudice, and it is further

STIPULATED, ORDERED and ADJUDGED, that this Stipulation, Order and Judgment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Signing and Entry of the within Order and Judgment is hereby
Consented to:

KAVINOKY COOK LLP

Dated: _____

By: _____
Scott C. Becker, Esq.
Attorneys for Petitioners
726 Exchange Street, Suite 800
Buffalo, New York 14210

AMHERST TOWN ATTORNEY

Dated:

By: _____
Samuel A. Alba, Esq.
Respondent, Town of Amherst
5583 Main Street
Williamsville, New York 14221

Attachment: Consent OJ 5813 Main St 470 Aurora St LLC Amherst (RES-2023-151 : Settlement of Article 7 Matter - 470 Aurora Street, LLC V.

HODGSON RUSS LLP

Dated:_____ By: _____

Michael B. Risman, Esq.
Attorneys for Intervenor-Respondent, Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

SO ORDERED:

_____
HON. SHEILA DITULLIO

ENTER:

4489/0037002/611386

Attachment: Consent OJ 5813 Main St 470 Aurora St LLC Amherst (RES-2023-151 : Settlement of Article 7 Matter - 470 Aurora Street, LLC V.

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 27143 **RESOLUTION 2023-152** **ADOPTED**

Settlement of Article 7 Matter - Heathwood Properties, LLC V. Town of Amherst

AGENDA ITEM : FEBRUARY 13TH, 2023

TO: **Town Board**

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

DATE: **February 7, 2023**

RE: **Settlement of Article 7 Matter**
Heathwood Properties, 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 Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : FEBRUARY 13TH, 2023**)
Emily Murphy, Town Assessor

2/13/2023
Consent

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at 50 Delaware Avenue, Buffalo, New York, on the ___ day of _____, 2023.

PRESENT: HON. HENRY J. NOWAK, J.S.C.
Presiding
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

HEATHWOOD PROPERTIES, LLC AND/OR HEATHWOOD ASSISTED LIVING AT WILLIAMSVILLE, INC.

Petitioner,

v.

CONSENT ORDER

TOWN OF AMHERST

Index No.: 809685/2017
811477/2018
809016/2019
806892/2020
809620/2021
808232/2022

Respondent,

AND

WILLIAMSVILLE CENTRAL SCHOOL DISTRICT

AND

COUNTY OF ERIE

Intervenors.

FOR REVIEW OF THE 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022 & 2022-2023 TAX ASSESSMENT OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST, NEW YORK

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:

815 Hopkins Road SBL #56.09-4-12 in Amherst, New York, for the tax years 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023 having

Attachment: HEATHWOOD - CONESNT ORDER UNSIGNED (RES-2023-152 : Settlement of Article 7 Matter - Heathwood Properties, LLC V. Town

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, the Attorney for the Williamsville Central School District, the Attorney for the County of Erie, 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 Central School District, and the County of Erie it is hereby

ORDERED, STIPULATED, AND ADJUDGED that the property tax certiorari for the tax years 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022 for the aforesaid premises be discontinued and withdrawn without costs and allowances to either party as against the other, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax year 2022-2023 for the premises at 815 Hopkins Road be set at $8,880,000 Assessed Value [$12,000,000 Equalized Fair Market Value], and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax year 2023-2024 for the premises at 815 Hopkins Road be set at $4,973,897 Fair Market Value, multiplied by the governing equalization rate to derive the equalized Assessed Value, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax year 2024-2025 for the premises at 815 Hopkins Road be set at $12,000,000 Fair Market Value, multiplied by the governing equalization rate to derive the equalized Assessed Value, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment

Attachment: HEATHWOOD - CONESNT ORDER UNSIGNED (RES-2023-152 : Settlement of Article 7 Matter - Heathwood Properties, LLC V. Town

for the tax year 2025-2026 for the premises at 815 Hopkins Road be set at $12,000,000 Fair Market Value, multiplied by the governing equalization rate to derive the equalized Assessed Value, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the real property tax assessment for the tax year 2026-2027 for the premises at 815 Hopkins Road be set at $12,000,000 Fair Market Value, multiplied by the governing equalization rate to derive the equalized Assessed Value, 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 without regard to revaluation or update in the interval, and it is further

ORDERED, STIPULATED, AND ADJUDGED that in the event of a Revaluation during the aforementioned years negotiated and settled, then the equalized fair market value shall be no higher than the values hereinbefore recited, 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

Attachment: HEATHWOOD - CONESNT ORDER UNSIGNED (RES-2023-152 : Settlement of Article 7 Matter - Heathwood Properties, LLC V. Town

Respondents waive any objection based upon statute of limitations grounds, and it is further

ORDERED, STIPULATED, AND ADJUDGED that the fiscal officers of the Town of Amherst, the Williamsville Central School District, the County of Erie, 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 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 45 days of receipt of said corrected bills, with interest and/or penalties beginning to accrue on the new corrected balance after 45 days, 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 parties, and the full

Attachment: HEATHWOOD - CONESNT ORDER UNSIGNED (RES-2023-152 : Settlement of Article 7 Matter - Heathwood Properties, LLC V. Town

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. HENRY J. NOWAK, 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
HEATHWOOD PROPERTIES, LLC
AND/OR HEATHWOOD ASSISTED LIVING
AT WILLIAMSVILLE, INC.

By: _____
PETER ALLEN WEINMANN, ESQ.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
TOWN OF AMHERST

By: _____
SAMUEL A. ALBA, ESQ.
Attorney for Respondent

Date: _____

FOR PETITIONER
HEATHWOOD PROPERTIES, LLC
AND/OR HEATHWOOD ASSISTED LIVING
AT WILLIAMSVILLE, INC.

By: _____
CARLA SUERO
As Agent

Date: _____

FOR INTERVENOR WILLIAMSVILLE
CENTRAL SCHOOL DISTRICT

By: _____
MICHAEL B. RISMAN, ESQ.
Attorney for Intervenor

Date: _____

FOR INTERVENOR
COUNTY OF ERIE

By: _____
MARGARET A. HURLEY, ESQ.
Attorney for Intervenor

Date: _____

Attachment: HEATHWOOD - CONESNT ORDER UNSIGNED (RES-2023-152 : Settlement of Article 7 Matter - Heathwood Properties, LLC V. Town

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 27008 **RESOLUTION 2023-153** **ADOPTED**

InStream Dba Biel's Microfilm Storage Contract CRS #3811

Please authorize the Supervisor to sign the Annual Microfilm Storage Contract with Instream dba Biel's. This agreement is valid from 1/1/2023-12/31/2023.

2/13/2023
Consent

FINANCIAL IMPACT:

A 1410 4026 (Microfilm) $5,466.82

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

InStream dba Biel's
1201 Indian Church
West Seneca, NY 14224

Phone: 716-675-2121
Fax: 716-675-8627
www.biels.com

BIEL'S
AN INSTREAM COMPANY
MAKING WORK FLOW

Invoice

Invoice Number: 5085342-IN
Invoice Date: 12/8/2022
Invoice Due Date: 12/31/2022
Order Number:
Ship Date: 12/31/5999
Salesperson: SAL ALFANO
Customer Number: AM21470

Sold To:
AMHERST, TOWN OF
ATTN: TOWN CLERK'S OFFICE
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

Ship To:
TOWN OF AMHERST
ATTN: FRAN SPOTH
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

Confirm To:	Customer P.O.	Ship VIA	Terms
	MARJORY JAEGER		DUE 12/31/2022

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amoun
16 FILM STORED FOR SECURITY	ROLL	1,074.000	1,074.000	0.000	2.1100	2,266.
35 FILM STORED FOR SECURITY	ROLL	1,126.000	1,126.000	0.000	2.8400	3,197.
MICROFICHE STORED FOR SECURITY	INCH	1.000	1.000	0.000	2.8400	2.
VS VAULT TERM 01/01/23 - 12/31/23	EACH	0.000	0.000	0.000	0.0000	0.

Net Invoice:	5,466.
Freight:	0.
Sales Tax:	0.
Invoice Total:	5,466. US Doll

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

Town of Amherst
Microform Storage

This Agreement, beginning January 1, 2023 ending December 31, 2023 between InStream LLC /dba Biel's Information Technology Systems (hereinafter called "Biel's") at 1201 Indian Church Road, Buffalo, New York 14224 and Town of Amherst (hereinafter "Amherst") at 5583 Main Street, Williamsville, NY 14221, for storage of microforms and the conversion of various documents to electronic records. Both of the foregoing are collectively referred to as the "Parties." In consideration of the mutual covenants contained herein, the Parties hereby agree to the following terms and conditions:

1. The Parties agree that above services shall be conducted in accordance with the technical specifications and prices set forth in Appendix A, which is attached hereto and is made a part of this agreement as if set forth formally herein. Prices will apply to any department within the Town of Amherst. All storage and conversion services will be done at Biel's facility at 1201 Indian Church Road, West Seneca, New York.

2. All Biel's employees have signed confidentiality agreements (attached) to ensure the confidentiality of the contents of the documents. In addition, Biel's acknowledges that its performance of services under this Agreement includes an obligation on its part to keep and maintain the confidentiality of all records and information that is entrusted to it by Amherst.

3. The Parties agree that Biel's will bill Amherst annually in advance for the microforms stored. Each bill shall identify the number of rolls stored. Additionally, conversion services will be billed periodically as the services are performed. Terms will be NET 30.

4. Either party may terminate the Agreement upon thirty (30) days advance written notice if the other party fails to perform any of its obligations under this Agreement and fails to cure its default prior to the expiration of the said thirty (30) day period. Written notice shall be provided via registered or certified mail, return receipt requested, or hand-delivered to the other party. Such written notice shall specify the other party's failure under the Agreement.

5. This contract may be renewed for an additional one year term by either party giving the other notice of renewal prior to November 30, 2023 provided further that the fees hereunder are not increased.

6. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes or flood. The Parties are required to use their best efforts to eliminate or minimize the effect of such events during performance of this Agreement.

7. No term or provision of the Agreement shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived or excused. A waiver or excuse by either party shall not constitute a waiver of or excuse for any other different or subsequent breach.

8. This Agreement sets forth the entire understanding of the Parties with respect to the services to be provided hereunder and may not be altered or amended except in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

INSTREAM LLC/DBA BIEL'S INFORMATION TECHNOLOGY SYSTEMS	AMHERST
BY: Douglas C. Gaffney	BY: _____
TITLE: National Director of Finance & Admin	TITLE: _____
DATE: 1/2/2023	DATE: _____

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

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

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

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

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

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

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

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

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

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:

Instream LLC
Print Name of Company

By: _____
Signature

Douglas C. Gaffney
Printed name

Date: 1/2/2023

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

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: InStream, LLC

Signature: Kim M Jordan

Print Name: Kim M. Jordan

Title: National H.R Manager

Date: 1/3/2023

Sworn To Before Me This

3rd Day of January, 2023

Notary Public

DOUGLAS C. GAFFNEY
Notary Public - State of New York
Qualified in Erie County
My Commission Expires Dec. 8, 2023

Revised 4.2017

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Instream LLC dba Biel's Information Technology Systems 1201 Indian Church Road West Seneca, NY 14234 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-657-2121 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 80-0134375
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Buffalo, NY 14221	3a. Name of Insurance Carrier The Charter Oak Fire Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB1N899312 3c. Policy effective period 01-30-2022 to 01-30-2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Wendy Nowlin (Date) 03/21/22
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Wendy Nowlin
(Signature) (Date)

Title: Commercial Lines Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 615-346-0323

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

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

Workers' Compensation Law

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

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 and Address of Insured (Use street address only)
INSTREAM, LLC DBA BIEL'S INFORMATION TECHNOLOGY SYSTEMS
1201 Indian Church Road
Buffalo, NY 14224

1b. Business Telephone Number of Insured
(800) 722-2435

1c. Federal Employer Identification Number of Insured or Social Security Number
80 0124375

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

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
The Guardian Life Insurance Company of America

3b. Policy Number of entity listed in box "1a":
00970663 0002

3c. Policy effective period:
04/01/2022 to 04/01/2023

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes or 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: 03/23/2022

By: Raymond J. Marra
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 1-888-278-4542

Title: Senior Vice President, Group and Worksite Markets

IMPORTANT: **If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.**
If Box "4b, 4c or 5b " is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Birmingham, NY 13902-5200.

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4c or 5b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

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

Date Signed: By: _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number: 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.***

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 certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to non-payment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured form 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 the by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier. cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?

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 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 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.

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

(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 for all employees has been secured as provided by this article.

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

Client#: 956090 22INSTRLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2022

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

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

PRODUCER	CONTACT NAME: Wendy Nowlin
McGriff Insurance Services 3322 West End Ave., Suite 300 Nashville, TN 37203	PHONE (A/C, No, Ext): 615-346-0323 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: wmnowlin@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC
INSURER A : Travelers Property Casualty Co of Amer	25674
INSURER B : Charter Oak Fire Insurance Company	25615
INSURER C : Travelers Indemnity Company	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Instream LLC dba
Biel's Information Technology Systems
1201 Indian Church Road
West Seneca, NY 14224

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ZLP71N08911	01/30/2022	01/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA1N899686	01/30/2022	01/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $10000			CUP1N950030	01/30/2022	01/30/2023	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB1N899312	01/30/2022	01/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is named as an additional insured for General Liability and Umbrella Liability on a primary and non-contributory basis.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Buffalo, 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

Jillie B Mirsimow

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WMN

Attachment: Biels 2023 Contract (RES-2023-153 : InStream Dba Biel's Microfilm Storage Contract CRS #3811)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27071 **RESOLUTION 2023-154** **ADOPTED**

New Firefighters for East Amherst Fire Department

New firefighters for the East Amherst Fire Department. Zachary Day lives in the Town of Amherst and works in the fire district, Jacqueline Connelly lives in the Town of Clarence and resides in the fire district and James Lombardo lives in the Town of Amherst and resides within the fire district.

Zachary Day
457 Sagewood Terr
Williamsville, NY 14221

James Lombardo
18 Mapleleaf Dr
Williamsville, NY 14221

Jacqueline Connelly
8165 Floss Ln
East Amherst, NY 14051

2/13/2023
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Zachary Day

Applicant Home Address: 457 Sagewood Terrace, Williamsville, NY 14221

Under penalty of perjury I, Zachary Day 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: _____
Ken Rusin

Title: President

Date: 1-26-2023

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

Attachment: Signed residency form - Day (RES-2023-154 : New Firefighters for East Amherst Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: James Lombardo

Applicant Home Address: 18 Mapleleaf Drive, Williamsville, NY 14221

Under penalty of perjury I, James Lombardo 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: Ken Rusin

Title: President

Date: 1/24/22

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

Attachment: Signed residency form - Lomabardo (RES-2023-154 : New Firefighters for East Amherst Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Jacqueline Connelly

Applicant Home Address: 8165 Floss Lane, E. Amherst, NY 14051

Under penalty of perjury I, Jacqueline Connelly 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: Jacqueline Connelly

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
Ken Rusin

Title: President

Date: 2/6/2023

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

Attachment: Amherst Residency form - Connelly (RES-2023-154 : 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: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27109 **RESOLUTION 2023-155** **ADOPTED**

New Firefighters for Getzville Fire Company

New firefighters for the Getzville Fire Company live in the Town of Amherst and reside within the Getzville Fire district.

Timothy Birke
28 Countryside Ln
Williamsville, NY 14221

Sophia Qui
1525 Amherst Manor Dr, Apt 708
Williamsville, NY 14221

2/13/2023
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Timothy Birke

Applicant Home Address: 28 Countrysid Ln, Getzville NY 14221

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

☒ My address is in the fire 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: T Birke

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

Signature: _____

Title: Corporate Secretary

Date: 2/3/23

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

Attachment: birke residency (RES-2023-155 : New Firefighters for Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Sophia Qiu

Applicant Home Address: 1525 Amherst Manor Dr. Apt 708

Under penalty of perjury I, Sophia Qiu affirm I am an applicant to be a member of the, Getzville Fire Company (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: Corporate Secretary

Date: 2/3/23

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

Attachment: qui residency (RES-2023-155 : New Firefighters for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27135 **RESOLUTION 2023-156** **ADOPTED**

New Firefighters for Main-Transit Fire Department

New firefighters for Main-Transit Fire Department. William Carosella lives in the Town of Amherst and resides in the fire district. Douglas Miller lives in the Town of Clarence and works in the fire district.

William Carosella
150 Chaumont Dr
Williamsville, NY 14221

Douglas Miller
5220 Fox Trace
Williamsville, NY 14221

2/13/2023
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: William M Carosella

Applicant Home Address: 150 Chaumont Dr Williamsville 14221

Under penalty of perjury I, William Carosella affirm I am an applicant to be a member of the, Main Transit (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: Wm Carosella

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: 2/6/2023

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

Attachment: MTFD residency Carosella (RES-2023-156 : New Firefighters for Main-Transit Fire Department)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Douglas J. Miller

Applicant Home Address: 5220 Fox Trace, Williamsville, NY 14221

Under penalty of perjury I, Douglas J. Miller affirm I am an applicant to be a member of the, MAIN-TRANSIT FD (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:

My Residence is 2.6 miles from your office

Signature of Applicant: Douglas J Miller

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: 2/6/2023

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

Attachment: MTFD residency Miller (RES-2023-156 : 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: 02/13/23 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 27106 **RESOLUTION 2023-157** **ADOPTED**

2023 CIP Amendment

Please approve the attached CIP amendment for project F-16. Which moves the allocated budget from 2026 to 2023.

2/13/2023
Consent

FINANCIAL IMPACT:

Increase to 2023 CIP of $1.5 million

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

January 31, 2023
AGENDA – FEBRUARY 13, 2023

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

RE: **2023 Capital Improvement Program Amendment**
ADDITIONAL TOWN SPACE, PROJECT F-16

Councilmembers:

PROJECT DESCRIPTION

- Project F-16 is identified as "Additional Town Space" in the 2023-2028 Capital Improvement Program. The project identifies a need for expanded space at or near the Town Hall.
- The project is changing from 2026 funding to 2023. The amount will remain unchanged. Funding is pending approval.
- The funding source will remain unchanged: General Account Bond
- The opportunity to purchase 30 S. Cayuga Rd is now available to the Town. This property and building create a strategic advantage to the Town to better conduct its business at Town Hall. The property is directly adjacent to Town Hall property and the building is in good condition.

As such, we are requesting that the following project(s) be amended as follows:

CIP No.	Project Description	Allocations	Amend To
F-16	Current Name: Additional Town Space	**2026** $ 1,500,000 LA	**2023** $ 1,500,000 LA

BUDGET INFO
Please approve this amendment to the 2023 CIP and assign the funding identified above. The above request increases the 2023 approved budget by $1,500,000.

Very truly yours,

Anne Dafchik, AIA
Architect
Town of Amherst Facilties Dept.

cc: Brian J. Kulpa, Supervisor
Councilmembers
Martin Polowy, Town Attorney
Daryl Bramer, Comptroller
Lynda Juul, Director of Finance

Attachment: CIP Amendment 2026_F-16 to 2023_F-16.docx (RES-2023-157 : 2023 CIP Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 27163 **RESOLUTION 2023-158** **ADOPTED**

Piggyback on Erie County Contract for Door Repairs CRS #3845

Subject to completion of CRS routing, please authorize the Supervisor to sign for door repairs between Willett Builders, Inc, 180 Genesee St. Corfu, NY 14036 and Town of Amherst.

2/13/2023
Consent

FINANCIAL IMPACT:

ORG - Townwide OBJECT -- Various Amount TBD

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

AGREEMENT

Let this document stand as an Agreement between Willett Builders, Inc and the Town of Amherst permitting the Town of Amherst to participate in the Erie County Door Repairs contract Bid #222255-002, for the period from November 1, 2022 through October 31, 2023.

Agreed to and Accepted by:
Willett Builders, Inc.

By: _____
Signature

Ryan Willett
Printed name

CEO
Title

Date: 2/3/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: January 23, 2023

Subject: DOOR REPAIRS

Bid No.: 222255-002

Effective Dates: November 1, 2022 through October 31, 2023

Vendor: WILLETT BUILDERS, INC.
180 Genesee Street
Corfu, NY 14036

Telephone: (585) 599-7001

Contacts: Ryan Willett

Pricing: per attached document

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left-hand corner of envelope MUST indicate the following:

BID NUMBER: 222255-002

OPENING DATE: OCTOBER 18, 2022 TIME: 11:00AM

FOR: DOOR REPAIRS

NAME OF BIDDER: Willett Builders, Inc.

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
X	EXHIBIT "B"	- Purchases by Other Local Governments or Special Districts
	EXHIBIT "C"	- Construction/Reconstruction Contracts
	EXHIBIT "D"	- Bid Bond (Formal Bid)
N/A	EXHIBIT "E"	- Bid Bond (Informal Bid)
X	EXHIBIT "EP"	- Equal Pay Certification
	EXHIBIT "F"	- Standard Agreement
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "H"	- MBE/ WBE Commitment
X	EXHIBIT "IC"	- Insurance **CLASSIFICATION "A"**
	EXHIBIT "P" & EXHIBIT "PBI"	- Performance Bond
	EXHIBIT "Q"	- Confined Space Program Certification
X	EXHIBIT "PW"	- NYS Prevailing Wage
X	EXHIBIT "V"	- Vendor Federal Compliance Certification

(Rev. 1/00)

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

EXHIBIT "G"

County of Erie

DIVISION OF PURCHASE

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 17 day of October, 20 22

TERMS Bid DELIVERY DATE AT DESTINATION 10/17/2022

FIRM NAME Willett Builders, Inc.

ADDRESS 180 Genesee St.

Corfu NY ZIP 14036

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE CEO TELEPHONE NO. 585-599-7001

(Rev.1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO: 222255-002

Ship to: County of Erie
Attention: VARIOUS COUNTY DEPARTMENTS
Address: VARIOUS LOCATIONS

Ship Via: N/A
Date Required at Destination: AS NEEDED

ITEM NO.	QUAN -TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Vendor to provide Door Repairs		
			per the attached specifications.		
			Contract period is from November 1, 2022 – October 31, 2023		
			PRICING		
			LABOR RATE PER HOUR:		
			Regular time: $ 104.75	104.75	104.75
			Overtime: $ 136.75	136.75	136.75
			MATERIALS:		
			Cost plus. 7 %	7%	7%

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

NAME OF BIDDER Willett Builders, Inc.

(Rev. 9/95)
ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

SPECIFICATIONS

Erie County will require the services of a vendor to do repairs to man doors during the year for the period November 1, 2022 thru October 31, 2023.

Work will be requested on an "AS NEEDED" basis whenever a County department requires such services. This is for repair service on existing doors and **INCLUDES NEW DOOR INSTALLATION.**

Vendor must be capable of performing such service at any Erie County Facility location.

Bidder must be a vendor whose principal business is Door Sales and Service. Bids from general contractors will not be considered.

Bidder must have been in this business for the last three consecutive years and must submit, upon request, references of customers of similar size as Erie County for whom such service has been provided.

The successful bidder will be required to submit proof of insurance as per requirements of Erie County Standard Insurance Class "A".

Work will be done on a time and materials basis. Vendor is requested to quote labor rate per hour and indicate charge for materials. For the sole purpose of awarding this contract, the County will calculate the total cost for a repair requiring: Four Hours of Labor at Regular Time, One Hour of Labor at Overtime and $100.00 in materials at cost + vendor's increase.

All work must be done in a timely manner. All requests for service must be acknowledge with a phone call within one business day. All repairs must be done within 30 days of initial service request. If anticipated completion date is longer than 30 days, approval must be obtained from department requesting service before moving forward with job.

Payments will be made in arrears upon submission of detailed invoice.

Vendor invoice must list separately the labor hours and all materials being charged. Material invoices must also be provided at time of billing.

Pricing is to remain firm for the entire contract period.

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

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.

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

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

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

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

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

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

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

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

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:

Willett Building Inc
Print Name of Company

By: _____
Signature

Ryan Willett
Printed name

Date: 2/3/2023

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

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: Willett Builders, Inc.

Signature: [signature]

Print Name: Ryan Willett

Title: CEO

Date: 2/3/2023

Sworn To Before Me This

3 Day of February, 2023

[signature]

Notary Public

STEPHANIE A. BARBER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6217912
Qualified in Erie County
Commission Expires FEBRUARY 22, 2026

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2023

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

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

PRODUCER	CONTACT NAME: Jean Young
Hoffman-Hanafin & Associates, LLC 500 Seneca Street Suite 303 Buffalo NY 14204	PHONE (A/C, No, Ext): (716) 842-0700 FAX (A/C, No): (716) 608-1405 E-MAIL ADDRESS: jyoung@hoffmanhanafin.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Willett Builders Inc. 180 Genesee St. Corfu NY 14036	INSURER A: Cincinnati Insurance Company	10677
	INSURER B: Travelers Indemnity Co. of America	25666
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 LAUX **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☐ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	ENP0418856	01/01/2023	01/01/2024	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 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
								$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	EBA0418856	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $ 10,000	Y	Y	QT6604K894476TIA22	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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	$ $ $
B	Excess Liability over $5,000,000 primary	Y	Y	EX8S43908A22	01/01/2023	01/01/2024	Occurrence Aggregate	$5,000,000 $5,000,000

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

The Town of Amherst and all parties required by contract are included under the general liability (includes ongoing and completed operations), auto, umbrella and excess liability as an additional insured on a primary and non-contributory basis, and a waiver of subrogation applies, if required by written contract as per policy forms.

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: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 811444012
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
WILLETT BUILDERS INC 180 GENESEE STREET CORFU NY 14036	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z2435 117-3	469677	04/01/2022 TO 04/01/2023	1/30/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2435 117-3, 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 POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT:
FRANK WILLETT
VICE-PRESIDENT: RYAN WILLETT
2 OF 2: WILLETT BUILDERS INC

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: 29924611

U-26.3

Attachment: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

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)
WILLETT BUILDERS INC

180 GENESEE STREET
CORFU, NY 14036

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

1b. Business Telephone Number of Insured
585-599-7001

1c. Federal Employer Identification Number of Insured or Social Security Number
811444012

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"
DBL578538

3c. Policy effective period
01/01/2023 to 12/31/2023

4. Policy provides the following benefits:
- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 1/30/2023 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: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

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: Willett Contract CRS #3845 (RES-2023-158 : Piggyback Erie County Contract for Door Repairs CRS #3845)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 27113 **RESOLUTION 2023-159** **ADOPTED**

Budget Transfers and Amendments

For February 13, 2023 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 2/8/2023
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 - 2023

FROM:	***TO:***
A8020.2600 Planning - Other Equipment $10,000	A8020.1000 Personal Services $9,290.00 A8020.8030 FICA $710.00
To transfer funds for seasonal hire.	
A1420.4090 Town Attorney - Professional Svcs. $100,000 A1990.4000 Contingency $50,000.00	A1420.1000 Personal Services $131,249.65 A1420.8030 $10,040.60 A1420.8050 Health Ins. $8,297.95 A1420.8051 Dental $370.00 A1420.8052 Vision $41.80
To transfer funds for new hire and budget changes.	
A1990.4000 Contingency $21,530.00	A8020.1000 Personal Services $20,000.00 A8020.8030 FICA $1,530.00
To transfers funds from contingency into Planning for Urban Renewal.	
A1950.4190 Taxes on Town Property $3,242.09 *To clean up budget for taxes on town properties.*	A7253.4600 Ice Rink Property Taxes $3,242.09
N2063.4000 CDBG Mortgage Assist $10,000.00 *Requested per department.*	N2060.4000 CDBG Rental Assist $10,000.00
A3310.4331 Traffic Control - Road Striping $9,000 *To transfer funds for purchase of Road paint sprayer.*	A3310.2550 Other Specialized Equipment $9,000

BUDGET AMENDMENTS - 2023

INCREASE:	***INCREASE:***
N2223.02785 CDBG & Vg. - PI $50.00 *To recognize Community Development program income from 299 Harding, Amherst.*	N2223.4000 Contractual $50.00
KP2226.04589 Federal Emergency AID $1,000,000 *To set up budget for Westside Interceptor Diversion Facility Design funded from ARPA funds.*	KP2226.4971 Design $1,000,000

2/13/2023
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27082 **RESOLUTION 2023-160** **ADOPTED**

Award Bid #2023002 Sodium Hypochlorite CRS #3841

WHEREAS, the Contract Compliance and Administration Department received bids on January 26, 2023 for Bid #2023002 Sodium Hypochlorite; and

WHEREAS, the bid process resulted in responses from five (5) vendors, as per the attached bid tabulation form; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to JCI Jones, as outlined on the attached bid tabulation form; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with JCI Jones; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing system due to the need for product and the fact that the current vendor will not hold pricing.

2/13/2023
Consent

FINANCIAL IMPACT:

G9916-4820 & G9916-4830; Amount TBD

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

Bid #2023002 Sodium Hypochlorite

	Low Bidder		Bidder Name:	Kuehne Chemical		Slack Chemical		PVS-CDI		Bison Laboratories		JCI Jones	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	45,000.00	GAL	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. **Six MonthTerm**	$4.95	$222,750.00	$2.799	$125,955.00	$2.81	$126,450.00	$2.631	$118,395.00	$2.2319	$100,435.50
1A	90,000.00	GAL	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. **Twelve Month Term**	$5.95	$535,500.00	$2.998	$269,820.00	$2.81	$252,900.00	$3.791	$341,190.00	NO BID	NO BID
			No Additional Charges Will Be Allowed										

Attachment: Bid Tab 2023002 Sodium Hypochlorite (RES-2023-160 : Award Bid #2023002 Sodium

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27116 **RESOLUTION 2023-161** **ADOPTED**

Award Bid #2023001 Building Department Trucks CRS #3850

WHEREAS, the Contract Compliance and Administration Department received bids on February 2, 2023 for Bid #2023001 Building Department Trucks; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Transitowne of West Seneca; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Building Department to trade in the vehicles listed in the table below:

Car #	Year	VIN	Make/Model	Color	Mileage	**Trade Amt.**
BD-115	2018	1FMCU9GDXJUC29628	FORD ESCAPE	Dk. Gray	19,080	$15,500.00
BD-202	2019	1C6RR7FGXKS541131	Dodge Ram 1500 Red	24,087	$21,000.00	
						$36,500.00

BE IT FURTHER RESOLVED, the Town Board authorizes an insurance waiver as the vendor will not be coming on Town property; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with the above referenced vendor; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing process due to the need to order the vehicles with the vendor as soon as possible.

2/13/2023
Consent

FINANCIAL IMPACT:

T2999-4002; $55,116.00

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

Bid #2023001 Building Department Trucks				
Low Bidder			Transitowne	
		Vendor Name:		
Item #	QTY		Unit Price	Total Price
1	2	**2022 or Newer Chevy Silverado or Equivalent** Double Cab, Sandard Bed	No Bid	No Bid
1a	2	**2022 or Newer Ford F150 or Equivalent** Super Cab, 6-1/2' Box	No Bid	No Bid
1b	2	**2022 or Newer Dodge Ram Classic or Equivalent** Quad cab, 6'4" Box	Vehicle 1	$46,377.00
			Vehicle 2	$45,239.00
		Total		**$91,616.00**
2		Total for Vehicle Trades		-$36,500.00
		Net Total after Trades		**$55,116.00**
3		Estimated Delivery Date:__2/15/2023____		
Notes:				
Both trucks are on the lot at Transitowne.				

Attachment: Bid Tab 2023001 Building Department Trucks (RES-2023-161 : Award Bid #2023001 Building Department Trucks CRS #3850)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Court
Initiated by: **Ann M. Nichols**
Co-Sponsored by: **Councilmember Shawn Lavin**

DOC ID: 27084 **RESOLUTION 2023-162** **ADOPTED**

Amherst Town Justice K Buscaglia to Attend Association of Towns

Amherst Town Justice to attend Association of Towns 2023 and Annual Meeting in New York City from 2/19/23 to 2/22/23 at a cost of $2158.75.

2/13/2023
Consent

FINANCIAL IMPACT:

There is sufficient money in the Court's Budget to cover expenses.

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

REVISED 4/7/2017

NAME	Employee #	Department	Phone Number
Kara Buscaglia	8440	Court	(716) 689-4250

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
2/19/23	2/22/23	NYC Marriott Marquis	2023 Annual meeting & training School - Association of Towns of the State of NY

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.535			
Tolls			
Parking			
Local Transportation (bus/taxi)	200		
Plane/Rail/Bus	250		
Lodging:			
# nights 4 @ $ 279	1116		
Meals:			
IRS Per Diem Per Day: $ 79			
1st & Last Day of Travel @ 75%	158		
	118.50		
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	120		
Other			
Subtotal	1962.50		
Contingency - 10% of subtotal or $200	196.25		N/A
TOTAL	2158.75		N/A

Request Approved By:

Ann M Nichols

Department Head Signature

1/31/23

Date

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

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

X:\Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: DOC013123 (RES-2023-162 : Amherst Town Justice K Buscaglia to Attend Association of Towns)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Emergency Services
Initiated by: **Jim Zymanek**
Co-Sponsored by:

DOC ID: 27158 **RESOLUTION 2023-163** **ADOPTED**

Firefighter Cancer Benefit Program 2023 CRS #3857

WHEREAS, the New York State Legislature mandated cancer coverage for volunteer firefighters effective January 1, 2019,

WHEREAS, the Amherst Town Board adopted on December 10, 2018 Resolution 2018-1292 approving basic mandated cancer coverage from The Hartford Life and Accident Insurance Company,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board approves the renewal of the Basic Cancer Coverage through The Hartford Life and Accident Insurance Company Policy Number 681360 administered by AIS Administrators, and payment of the total amount of $37,642.15 subject to successful completion of the CRS routing process.

2/13/2023
Consent

FINANCIAL IMPACT:

F 8055 $37,642.15

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27161 **RESOLUTION 2023-164** **ADOPTED**

Smart Signal Implementation Phase II - Change Order No. 1 Northeast Signal, Inc. CRS No. 3856

We are requesting the Town Board to approve the above referenced Change Order No. 1, which calls for a $107,760.00 increase in the contract amount utilizing alternate bid itemized costs submitted within the 9/8/22 public bid. This Change Order is necessary to purchase spare equipment as part of the project to assure the Town's Highway Department has the sufficient materials on hand to maintain the Town's Smart Signals. After this adjustment, the final cost of this contract will total $783,635.67.

May we please have approval for Change Order No. 1 for an increase in the contract price? This change order increase of $107,760.00 is available from account KP2233-4972. This request is pending successful completion of the contract review process. Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

$107,760.00; KP2233-4972

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

			AMOUNT
CHANGE ORDER NO:	1	INCREASE/(DECREASE), THIS CHANGE ORDER:	$107,760.00
		INCREASE/(DECREASE), PREVIOUS CHANGE ORDERS:	$0.00
		INCREASE/(DECREASE), ALL CHANGE ORDERS:	$107,760.00

TOWN JOB NO:	2019.052A	CONTRACT AWARD AMOUNT:	$675,875.67
		AMENDED CONTRACT TOTAL:	$783,635.67

Job Designation: Smart Signals Phase II

Contractor: Northeast Signals, Inc, 101 W. Main Street, Elbridge, NY 13060

DESCRIPTION OF WORK:

1. Purchase of spare equipment and parts using alternate bid items within the contract.

REASONS FOR THE WORK:

1. To provide the necessary parts and equipment for the Highway Department Signal Division to support and maintain Smart Signal Equipment.

COST OF THE WORK:

Item	Description	Qty	Unit	Unit Cost	Cost
A	2070-2E Field I/O Module	20	EA	$ 539.50	$ 10,790.00
B	2070 Controllers, 2070E/2070ATC	15	EA	$ 1,950.00	$ 29,250.00
C	2070-IE CPU, 1C Linux, with Omni 3.03 Software	24	EA	$ 1,267.50	$ 30,420.00
D	Miovision SmartView; 360 Fisheye Camera and Housing, Spare	4	EA	$ 2,000.00	$ 8,000.00
E	Miovision Core DCM; Wireless Connectivity and Sensor Hub CPU, Multimodal Video Detection CPU, Spare	2	EA	$ 14,650.00	$ 29,300.00

TOTAL, CHANGE ORDER NO. 1: $107,760.00

ACCEPTED BY CONTRACTOR, Northeast Signals, Inc, 101 W. Main Street, Elbridge, NY 13060

Brendan Spain
Signature

DATE: 02-02-23

Brendan Spain
Northeast Signals, Inc.

APPROVED BY TOWN OF AMHERST:

Signature

DATE: _____

Brian Kulpa
Town Supervisor

Attachment: Smart Signal Change Order Form (RES-2023-164 : Smart Signal Implementation Phase II - Change Order No. 1)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27167 **RESOLUTION 2023-165** **ADOPTED**

Wetland Walkover - Earth Dimensions 300 Maple Road - ACC Softball Fields CRS #2780

The Engineering Dept. obtained approval for a professional services task order from Earth Dimensions, Inc. to provide a wetland walkover for 300 Maple Road (CRS #2780).

We are requesting approval to use account T2107-4001 for the professional services performed by Earth Dimensions, Inc. in the amount of $805.00. Town Board approval is required for all T- fund expenditures.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

T-2107-4001; $805.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27039 **RESOLUTION 2023-166** **ADOPTED**

Approve Travel to 2023 NY Government Finance Officers' Association Annual Conference

Please approve travel to the 2023 NYS Government Finance Officers' Association Annual Conference for Lynda L. Juul, Director of Finance, for a total estimated cost not to exceed $1,116.83. The training offered at this conference is not available locally. Funds are available in the Director of Finance's budget for 2023.

2/13/2023
Consent

FINANCIAL IMPACT:

A1345; Various Accounts; NTE $1,116.83

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Lynda L. Juul	9193	Finance	716-631-7007

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
March 29, 2023	March 31, 2023	Albany, NY	NY Government Finance Officers Association Annual Conference

Expenses	**Estimated**	**Budget A/C #**	**Actual**
Transportation:			
Mileage 560 @ $0.655	366.80	A1345-4050	
Tolls	25.00	A1345-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 2 @ 145.00	290.00	A1345-4040	
Meals:			
IRS Per Diem Per Day: $69.00			
1st & Last Day of Travel @ 75%	108.50	A1345-4040	
# Breakfasts @ $16.00			
# Lunches @ $17.00			
# Dinners @ $31.00			
# Incidentals 1 @ $5.00			
Registration/Conference Fee	225.00	A1345-4120	
Other			
Subtotal	1,015.30		N/A
Contingency - 10% of subtotal or $200	101.53		N/A
TOTAL	1,116.83		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: 2023 GFOA Travel Authorization Form (RES-2023-166 : Approve Travel to 2023 NY Government Finance Officers' Association

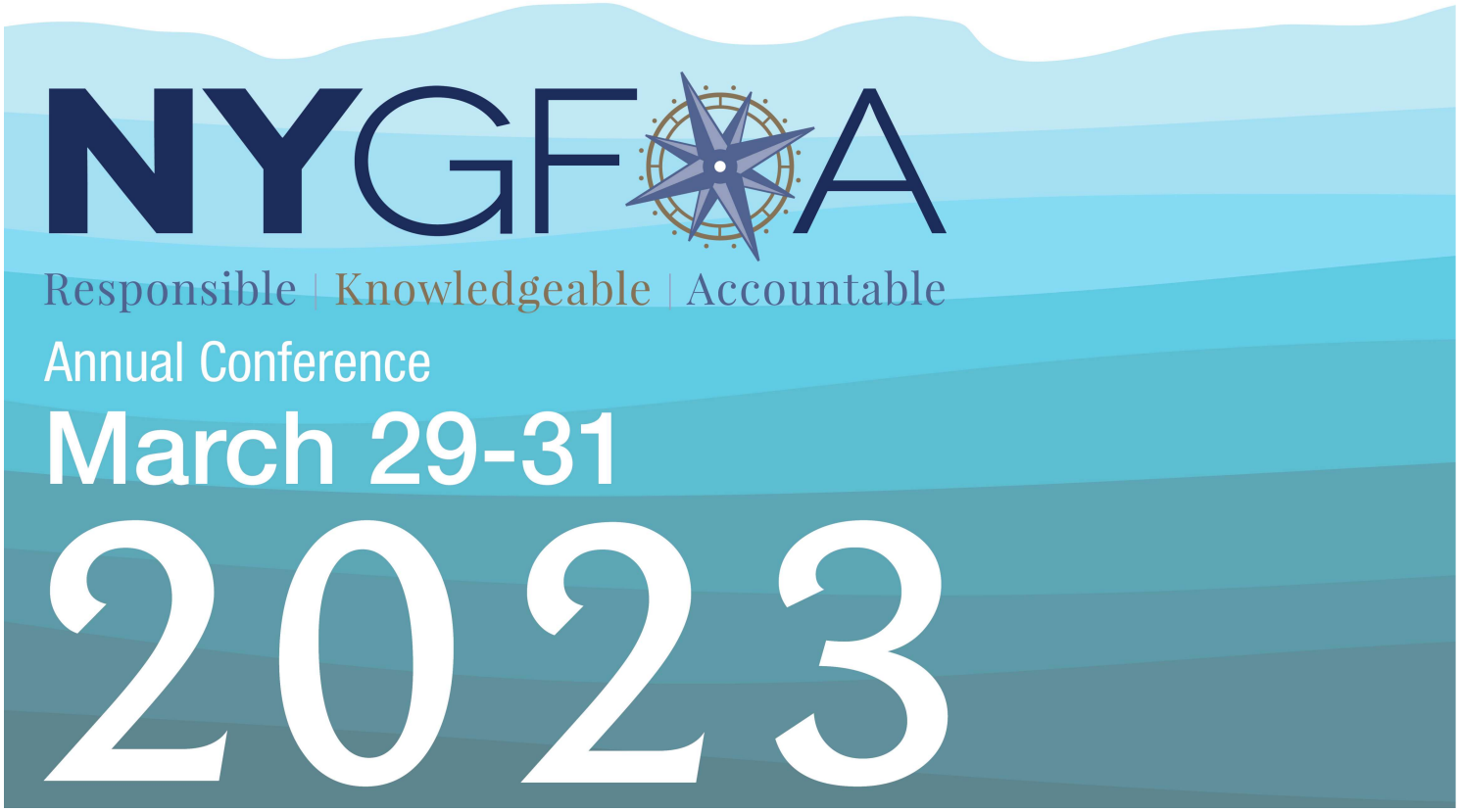
NEW YORK GOVERNMENT FINANCE OFFICERS' ASSOCIATION

NYGFOA

Responsible | Knowledgeable | Accountable



2023 ANNUAL CONFERENCE OVERVIEW



The NYGFOA Annual Conference is New York State's premier event for government finance professionals! Interact with over 600 finance professionals from all levels of state and local government as well as the private sector. Commissioners, comptrollers, directors of finance, financ analysts, treasurers, clerks, supervisors, CFOs, accountants, budget directors, business managers, cash managers, council members, supervisors and others will be in attendance.

Attachment: 2023 NYGFOA Conference Overview (RES-2023-166 : Approve Travel to 2023 NY Government Finance Officers' Association

PRE-CONFERENCE REGISTRATION

Regitration & Fees

- Registration for the Pre-Conference sessions and the Annual Conference is open to all persons interested in government finance.
- The Annual Conference and Pre-Conference are separate registrations and are accessible via the different links provided below.
- If you need a hard copy of the registration form, please contact the office.

Annual Conference Rates *Full schedule below*	**Member Rate**	**Non-Member Rate (gov)**	**Non-Member Rate (priv)**
Early Bird (Ends 2/17/23)	$225	$300	$400
Regular Rate (Begins 2/18/23)	$250	$330	$440

Annual Conference Registration

Early Bird Pre-Conference Rates (Early Bird Ends 2/17/23) *Full schedule below*	**Member Rate**	**Non-Member Rate**
Foundations Accounting & Financial Reporting (Virtual)	$200	$400
Advanced Accounting (Virtual)	$200	$400
Advanced Financial Reporting (Virtual)	$200	$400
Ethics and Professional Conduct for NYS CPAs (In-Person)	$110	$220
Priority Based Budgeting (In-Person)	$100	$200
2023 GASB Update (In-Person)	$100	$200
Municipal Debt Overview - From Process to Making Good Disclosure (In-Person)	$100	$200
Strategic Planning - It Can Be Done! (In-Person)	$100	$200

Regular Pre-Conference Rates (Regular Rate Begins 2/18/23) *Full schedule below*	**Member Rate**	**Non-Member Rate**
Foundations Accounting & Financial Reporting (Virtual)	$220	$440
Advanced Accounting (Virtual)	$220	$440
Advanced Financial Reporting (Virtual)	$220	$440
Ethics and Professional Conduct for NYS CPAs (In-Person)	$130	$260

Attachment: 2023 NYGFOA Conference Overview (RES-2023-166 : Approve Travel to 2023 NY Government Finance Officers' Association

Priority-Based Budgeting (In-Person)	$120	$240
2023 GASB Update (In-Person)	$120	$240
Municipal Debt Overview - From Process to Making Good Disclosure (In-Person)	$120	$240
Strategic Planning - It Can Be Done! (In-Person)	$120	$240

CPE & GFI Credits

- Pre-Conference: Earn up to 27 CPE & GFI credits.
- Annual Conference: Earn up to 11 CPE & GFI credits.
- Choose between 20 different sessions on topics related to government finance with one conference registration.
- You must have your name badge scanned at the completion of the sessions to receive credit.

Conference App

The Conference App will be back again this year. It will be accessible on smartphones as well as have a desktop feature on computers, laptops, and tablets With it, you will be able to access your session details including PowerPoints, surveys, important information about exhibitors, sponsors, speakers, and more! You can also connect with other conference attendees, schedule meetings, and post on the internal social wall. Instructions on downloading the Conference App will be sent out in March 2023.

Meals

- In-person Pre-Conference sessions include lunch and refreshment breaks.
- Annual Conference registration includes two breakfasts (Thurs/Fri), several refreshment breaks, one lunch (Thurs), two receptions, one dinner (Thurs) a Thursday evening party/entertainment.
- Only registered attendees with name badges are permitted to participate in any of the conference activities, including sessions and meals.
- Please include your dietary restrictions in the field provided when registering for the Conference.

ANNUAL CONFERENCE SCHEDULE
(pre-conference schedule below)

	Wednesday, March 29, 2023
6:00 - 7:30 pm	**Welcome Reception**
	Thursday, March 30, 2023
7:45 - 8:40 am	**Breakfast**
8:45 - 10:20 am	**Conference Kickoff & Keynote (B YOUR BEST! PERSONAL EMPOWERMENT FOR THE FINANCE OFFICER)**
10:20 - 10:40 am	**Coffee Break: Meet the Exhibitors**
10:45 - 11:30 am	**Featured Presenter**
11:45 - 12:50 pm	**Lunch**
1:00 - 1:50 pm	**Concurrent Bank #1**
	- State Retirement System Update
	- Electronic Payments from A(ACH) to Z(Zelle)
12:45 - 2:00 pm	**Concurrent Bank #1A**
	- Rating Agency Update

Attachment: 2023 NYGFOA Conference Overview (RES-2023-166 : Approve Travel to 2023 NY Government Finance Officers' Association

2:10 - 3:00 pm	**Concurrent Bank #2**
	- Government Procurement - Know Your Policies
	- NYS EFC Financing Initiatives for Clean Water & Drinking Water Projects
	- Accounting Update: Compensated Absences and Disclosing Component Units
3:00 - 3:30 pm	**Afternoon Ice Cream & Coffee Break: Meet the Exhibitors**
3:30 - 4:20 pm	**Concurrent Bank #3**
	- Fraud Prevention in Treasury Services
	- Outsourcing the Finance Function
3:30 - 4:45 pm	**Concurrent Bank #3A**
	- Preparing the New AUD
4:40 - 5:30 pm	**Concurrent Bank #4**
	- ARPA Reporting for Non-Entitlement Units (NEUs)
	- NYS OGS Procurement Update
6:00 - 6:45 pm	**Cocktail Reception Sponsored by Albany Marriott**
6:45 pm	**Banquet Dinner and GFI Graduation Ceremony**
8:30 - 10:00 pm	**Game Night: Scholarship Fundraiser**
	Friday, March 31, 2023
7:30 - 8:15 am	**Breakfast**
8:30 - 9:20 am	**Concurrent Bank #5**
	- Preparing the ACFR - Today's Common Errors
	- Developing a Capital Improvement Plan (CIP)
8:00 - 9:15 am	**Concurrent Bank #5A**
	- Cyber Attack - It's Coming for Your Entity
9:15 - 9:40 am	**Coffee Break: Meet the Exhibitors**
9:40 - 10:30 am	**Concurrent Bank #6**
	- Lifecycle Costing Analysis for Capital Assets
	- Setting User Fees and Charges

Attachment: 2023 NYGFOA Conference Overview (RES-2023-166 : Approve Travel to 2023 NY Government Finance Officers' Association

9:30 - 10:45 am	Concurrent Bank #6A
	- Dazed and Confused About Employee Drug and Alcohol Testing?
11:00 - 12:15 pm	Federal Legislative Update
12:15 pm	Conference Concludes

Program subject to change

Registration for Annual Conference here

PRE-CONFERENCE SCHEDULE

	February/March 2023 (virtual)
2/23 9am - 1pm & 2/28 9am - 12 pm	Foundations Accounting & Financial Reporting (2 days)
3/2 9am - 12p & 3/7 9am -12pm	Advanced Accounting (2 days)
3/9 9am - 12pm & 3/14 9am - 12pm	Advanced Financial Reporting (2 days)
	Wednesday, March 29, 2023 (In-person)
8:00 - 12:00 pm	Ethics and Professional Conduct for NYS CPAs
10:00 - 10:50 am	Priority Based Budgeting
1:00 - 2:50 pm	2023 GASB Update
1:00 - 2:50 pm	Municipal Debt Overview - From Process to Making Good Disclosure
3:00 - 4:50 pm	Strategic Planning - It Can Be Done!

Program subject to change

Registration for Pre-Conference Sessions here

ANNUAL CONFERENCE OVERVIEW

ANNUAL CONFERENCE REGISTRATION

PRE-CONFERENCE REGISTRATION

ANNUAL CONFERENCE SESSION DESCRIPTIONS

PRE-CONFERENCE SESSION DESCRIPTIONS

Attachment: 2023 NYGFOA Conference Overview (RES-2023-166 : Approve Travel to 2023 NY Government Finance Officers' Association

CURRENT SPONSORS & EXHIBITORS

HOTEL INFORMATION

SCHOLARSHIP INFORMATION

KEYNOTE

SPONSORSHIP INFORMATION

EXHIBITOR INFORMATION

POLICIES: CANCELLATION, EARLY BIRD, & MORE

New York State Government Finance Officers' Association

CONTACT US

3 Pine West Plaza, Suite 308, Albany, NY 12205
info@nygfoa.org | 518.465.1512 | 518.434.4640

Website design & development by **ADG Creative**, creative division of **ADG**

Attachment: 2023 NYGFOA Conference Overview (RES-2023-166 : Approve Travel to 2023 NY Government Finance Officers' Association

NEW YORK GOVERNMENT FINANCE OFFICERS' ASSOCIATION

NYGFOA

Responsible | Knowledgeable | Accountable

JOIN NOW

MEMBER PORTAL

CALENDAR



ROOM BLOCK INFORMATION

Albany Marriott

- Conference site
- $145 per night
- **Room Block Link**

Reserve by **March 6, 2023. DO NOT DELAY.** Group blocks fill quickly-- well before the cutoff date. Reservations made after March 6th will be subject to availability.

Hotel Group Rates for Registered Conference Attendees Only. Reservations that do not have a corresponding conference registration will be removed from the group block before the start of the conference.

Hotels Near Albany Marriott-- NYGFOA does not have a room block with the below hotels

- **Fairfield Inn & Suits**
- **Home2 Suites**
- **Crowne Plaza- Desmond**

Attachment: 2023 GFOA Hotel (RES-2023-166 : Approve Travel to 2023 NY Government Finance Officers' Association Annual Conference)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27040 A **RESOLUTION 2023-167** **ADOPTED**

Electronics Recycling Agreement with SUNNKING INC CRS #3819

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the Town Supervisor to sign a two (2) year Recycling Service Agreement between SUNNKING INC and the Town of Amherst for collection site electronics recycling services agreement effective January 1, 2023 through December 31, 2024.

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign and enter into such contract. This contract is subject to the Contract Routing System (CRS #3819) and the approval of the Town Attorney.

2/13/2023
Consent

FINANCIAL IMPACT:

C8161 - 4110

TBD

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

SUNNKING
We Rule Electronics Recycling

SUNNKING HQ
4 Owens Road, Brockport, NY 14420
P: 585-637-8365 F: 585-637-2282

SUNNKING BUFFALO
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SUNNKING ALBANY

SEPTEMBER 13, 2022

TOWN OF AMHERST
1042 NORTH FOREST ROAD
BUFFALO, NEW YORK 14221

Collection Site Recycling Service Agreement

This service agreement (the "Agreement") is made and entered into on **SEPTEMBER 13, 2022** (Effective Date 1/1/23) by and between Sunnking, Inc., hereafter to be referred to as (SK) located at 4 Owens Road, Brockport NY 14420, and **TOWN OF AMHERST**, hereafter to be referred to as (CUSTOMER), located **1042 NORTH FOREST ROAD, BUFFALO, NEW YORK 14221,** for (SK) to provide removal and recycling services for end of life electronics and equipment to (CUSTOMER) for the agreed upon term outlined in the attached "Schedule: A."

The parties hereby agree as follows:

1. Authorization
(SK) operates electronics recycling facilities at 4 Owens Road, Brockport, NY 14420, and 272 Oriskany Blvd., Whitesboro, NY 13492. It is regulated by the NY State Department of Environmental Conservation as an Exempt Electronics Dismantling and Recycling facility. The DEC has on record the required "C7" filings authorizing (SK) to accept and process electronic equipment as scrap. This notice is periodically updated by (SK). (SK) also has the authorization from the NYS DEC to receive and process electronic scrap. Our registration number under the NYS Electronic Equipment Recycling and Reuse Act is 00002.

2. Definitions
(SK)'s Agreement shall include the following covered electronics equipment. All discarded electronic devices including and not limited to Computers, Computer Peripherals, Monitors, Terminals, Wiring & Cabling, Miscellaneous Electronic Scrap, Keyboards, Mice, Computer Peripherals, Typewriters, Fax Machines, Microwaves, Printers/Scanners, Telecommunications Equipment, Televisions, Circuit Boards, Audio/Visual Equipment, Cell Phones, PDA's, Video Game Systems, Business Machines, Small Copiers, Network Equipment, UPS units, and Hubs & Routers and any other equipment (SK) deems acceptable.

Unacceptable electronic equipment according to this agreement shall include Refrigerators, Air Conditioners, Fluorescent Lamps, Select Batteries, Lawn Equipment, Large Kitchen Appliances, Cathode Ray Tubes with broken glass or missing internal components, and other items. No radioactive, volatile, highly flammable, explosive, biomedical, infectious, or other toxic or hazardous material will be accepted The term "hazardous material" shall include but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law.

3. Processing
(SK) shall take possession of the equipment upon receipt and recycle it by refurbishment for reuse, or by de-manufacturing. The de-manufactured equipment is converted into components or scrap metal, plastic or glass and shipped to end users or subsequent processors. Once received by (SK) the final disposition of the equipment is at the sole discretion of (SK) unless restrictions have been agreed to by (SK) and by the customer and are attached as part of this agreement. All revenue derived by (SK) from the resale of refurbished equipment, components or scrap is solely the property of (SK). (SK) warrants that all material received will be properly managed in full compliance with all US EPA and state regulations as well as R2/RIOS requirements. (SK) will provide to (CUSTOMER) a complete list of scrap processing vendors it uses upon request. All downstream vendors are audited by (SK).

4. Data Management
All hard drives and media devices received in computers or other electronic equipment are either overwritten and erased, or physically destroyed and shipped to a smelter for metal recovery. Additional software and hardware solutions are available to customers if they so specify and additional charges may be incurred. Options for additional data management services must be made prior to the pickup of any individual load that will contain material requiring specialized data destruction service.

Use or disclosure of data contained on this sheet is confidential
and may not be resent or reused without permission from Sunnking representatives.

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNNKING INC CRS# 3819)

SUNNKING
We Rule Electronics Recycling

SUNNKING HQ
4 Owens Road, Brockport, NY 14420
P: 585-637-8365 F: 585-637-2282

SUNNKING BUFFALO
SUNNKING SYRACUSE
SUNNKING UTICA
SUNNKING ALBANY

5. Documentation
(SK) shall provide to the customer documentation that their equipment has been received and processed. (SK) shall process the equipment in its facility on its own schedule. Statements for each load outline volume, weight and shipping date will be sent in timely fashion upon the receipt of the material.

6. Fees
(SK) shall pay for or charge for its recycling services according to the attached Schedule A. Determination of the quality or quantity of material received will be made by (SK) and will be accepted by the customer unless objected to within 10 days of the presentation of invoice or credit memo.

7. Pick up
(SK) will provide pick-up services either on a scheduled or as needed basis. (CUSTOMER) agrees to collect, package and store the minimum number of pallets of electronics according to the attached Schedule A. (SK) may also provide a 48' or 53' trailer to be spotted at (CUSTOMER) facility/location, if volumes are significant. In addition, (SK) will provide (CUSTOMER) with packaging supplies to include Gaylord boxes, pallets and shrink wrap.

8. Term
This agreement shall be in full force for the agreed upon term outlined in the attached "Schedule: A" following the first pick up of materials. Either party may notify the other party of their intention to terminate the contract with thirty (30) days written notice.

9. Force Majeure
A party shall not be liable for nonperformance or delay in performance (other than the obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party including but not limited to, wars, hostilities, acts of terrorism, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquakes, force of nature, explosion, embargo, or any other Act of God, acts or omissions of transportation or carriers, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or government agency.

10. Confidentiality
All information shared by the Parties in this Agreement shall be considered confidential in nature. The information will not be used by either party in any way other than for the sole purpose identified by the scope of this Agreement

11. Choice of law
It is the intention of the Parties that this Agreement shall be governed, construed, interpreted and enforced under and according to the internal domestic laws of the State of New York, without regard to conflicts of laws principles.

12. Severability
It is the intention of the Parties that, should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

13. Indemnification
(SK) agrees to indemnify, defend and hold (CUSTOMER), its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from any indemnity, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of (SK), its officers, directors, agents, employees or subcontractors.

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SCHEDULE: A

Date:	**SEPTEMBER 13, 2022**
To:	**TOWN OF AMHERST**
From:	Sunnking, Inc.
Re:	Sunnking, Inc. Recycling Service Agreement
Term:	**2 years**

The following is a service agreement between **TOWN OF AMHERST**, hereafter to be referred to as (CUSTOMER), and Sunnking, Inc., hereafter to be referred to as (SK) to outline and detail the respective functions of an electronics recycling collection/consolidation site at **1042 NORTH FOREST ROAD, BUFFALO, NEW YORK 14221**.

The overall objective of this relationship is to formulate a partnership pertaining to the collection/consolidation and processing of electronics and equipment. The following will outline the duties of each party involved;

(SK) - Organizer & End Processor/Recycler Agrees To:

- Provide a Certificate of Recycling & Destruction detailing the gross weight of collected electronics/equipment from (CUSTOMER) on a per load basis within 1 week of receiving material and a Settlement Report detailing the net weight (by category) of what was processed within 90 days of receiving each load.
- Provide a Multiple Load Settlement Report within 45 days after the end of each calendar year to be used for any state reporting requirements.
- Assist (CUSTOMER) with properly registering as a (SK) collection/consolidation site if required by the state.
- Provide (CUSTOMER) with instructions for the safe and proper packaging and palletizing of collected electronics/equipment. www.sunnking.com/proper-packaging.
- Adhere to (SK) list of acceptable materials (www.sunnking.com/acceptable-materials).
- Provide transportation/logistics of collected electronics/equipment from (CUSTOMER) location(s) to (SK) for processing.
- Provide pallets, shrink wrap and gaylord boxes for (CUSTOMER) to safely and properly package and palletize collected electronics/equipment.
- List (CUSTOMER) site on (SK) website. www.sunnking.com/consumer-business/drop-off-locations/.
- Responsibly process/recycle all collected electronics/equipment in accordance with all state, federal, and international e-waste laws.
- Securely wipe and/or destroy all hard drives and private information in accordance with all HIPAA, FACTA, GLB and Sarbanes Oxley regulations as well as (SK) R2 Certification.
- (SK) will maintain appropriate General Liability and Auto insurance coverages. (SK) also maintains Workers' Comp and Disability at statutory levels.

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNNKING INC CRS# 3819)

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(CUSTOMER) – Program Partner - Collection/Consolidation Site Agrees To: *(initial each box below)*

- Properly register as a collection/consolidation site as is required by the state.
- Operate as a manned, electronics recycling drop-off site for the agreed upon term.
- Drop-off operations will be staffed during normal business hours of operation as specified by (CUSTOMER).
- Designate a secure storage area at (CUSTOMER) location that is protected from the outdoor elements for collected electronics/equipment to be staged until pickup by (SK). (CUSTOMER) drop-off location must have ground level or dock level access.
- Manage collected electronics on site for safe transportation. This includes separating material by type (CRT televisions, CRT monitors, broken CRT's in a gaylord, flat screen televisions, flat screen monitors, stackable electronics and everything else (miscellaneous) in a gaylord for efficient packaging.
- Minimum requirement for transport: 10 pallets and 5,000 lbs. or 24 pallets and 12,000 lbs.
- Adhere to (SK) list of acceptable materials (www.sunnking.com/acceptable-materials). Collect and store electronics/equipment and package collected material according to (SK) proper packaging requirements (www.sunnking.com/proper-packaging).
- Accept all types of electronic waste – A program partner must accept all electronic waste in accordance with the acceptance program(s) it is operating on behalf of (all electronics covered by the law). See attached list.
- Acceptance at no charge to consumers - A program partner collection site **may not charge consumers** for the acceptance of electronic waste, except from business consumers or for providing a premium service.
- Assume all financial responsibility for any damage to any (SK) owned, rented or leased equipment while at (CUSTOMER) location. This pertains to any damage caused by (CUSTOMER) to person or property including but not limited to trucks/trailers/pallet jacks or other equipment, and includes but is not limited to damage caused by weather, (CUSTOMER) negligence, vehicle accidents, or by any other parties that damage (SK) property while at (CUSTOMER) location.

RYAN LICATA - 1/12/23

ELECTRONIC DESCRIPTION	Fee Schedule
Electronics covered by the law: Computers, Computer Peripherals, Small Electronic Equipment, Small Scale Servers. (see attached list)	No Charge
Electronics to be recycled NOT covered by the law - Non CEE (see attached list)	$0.00/lb.
Bare Tubes and/or Broken CRT Glass	$0.00/lb.
Fluorescent Light Bulbs (Lamps)	$1.50/lb.
Freon containing devices	$0.55/lb.
Batteries – Alkaline/Alkaline Cadmium	$1.50/lb.
Batteries – Lithium/Button	$7.50/lb.
Smoke Detectors/Carbon Monoxide Detectors	$10.00/ea.
Transportation	No Charge
*Packaging - This fee only pertains to packaging of skids or boxes and does not apply to loading the truck.	$40.00/man hour

TOWN OF AMHERST

Print Name

Authorized Signature

Date:

Sunnking, Inc.

Philip Bove
Print Name

Authorized Signature

Date: 1·12·23

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Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNNKING INC CRS# 3819)

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***Below is correspondence from the State regarding changes to the Electronic Equipment Recycling and Reuse Act (Act).*

The NYS Department of Environmental Conservation's guidance webpages for regulated entities under the Electronic Equipment Recycling and Reuse Act (Act) have been updated to reflect provisions in the recently adopted 6 NYCRR Subpart 368-3 Regulations– Electronic Waste Collection, Recycling and Reuse. The following provisions of the regulations are of significant importance to electronic waste collection sites:

- Choosing to become an electronic waste acceptance "program partner" – A manufacturer or collective electronic waste acceptance program may only operate through program partners. Program partners are the registered collection sites, consolidation facilities, recycling facilities or collectors that accept electronic waste as part of a manufacturer's and/or collective's electronic waste acceptance program. A collection site is not required to become a program partner, however, if it does become a program partner, **the collection site should expect to have its costs for acceptance of electronic waste covered by the manufacturer or collective acceptance program(s) in which it participates**. There are additional requirements for non-program partner collection sites detailed on the Department's guidance page for electronic waste collection sites.
- Acceptance at no charge to other program partners – A program partner is prohibited from charging any other program partner for costs associated with acceptance of electronic waste that is part of a manufacturer or collective acceptance program, including, but not limited to, costs for, or related to, collection, handling or transportation. Program partner recycling and consolidation facilities **may not charge collection sites** for services provided as part of an electronic waste acceptance program.
- Acceptance at no charge to consumers - A program partner collection site **may not charge consumers** for the acceptance of electronic waste, except from business consumers or for providing a premium service.
- Accept all types of electronic waste – A program partner collection site must accept all electronic waste in accordance with the acceptance program(s) it is operating on behalf of.

Please review the updated guidance page for electronic waste collection sites for a summary of requirements under the Act and supporting regulations, as the above list is not comprehensive. Collection sites are expected to be in compliance with the regulations by **January 1, 2023**. If you have any questions or concerns, Department staff are available to help.

Regards,

The E-waste Recycling Team
Product Stewardship & Waste Reduction Section
Division of Materials Management
New York State Department of Environmental Conservation
625 Broadway, Albany, NY 12233-7253
P: (518) 402-8706 | F: (518) 402-9024 | ewaste@dec.ny.gov
www.dec.ny.gov |

NEW YORK STATE | Department of Environmental Conservation

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UNACCEPTABLE MATERIALS

We cannot accept:

- *Smoke detectors*
- *Devices containing liquid mercury*
- *Freon containing devices/materials*
- *Broken/bare CRTs*
- *Household hazardous waste*
- *Materials containing liquids*
- *Yard equipment*
- *Gas powered equipment*
- *Radioactive materials*
- *PCB containing materials*
- *Large appliances (stoves, washers, dryers, dishwashers)*
- *Batteries (alkaline, wet cell, dry cell)*
- *CDs, DVDs, VHS tapes, and cassette tapes*
- *Wooden speakers*

ELECTRONICS COVERED BY THE LAW:

- *Computers (including laptops, desktops, tablets, & e-readers)*
- *Televisions*
- *Cathode ray tubes*
- *Computer peripherals (including any cable, cord, or wiring accompanying the computer peripheral)*
  - *Monitors*
  - *Electronic keyboards*
  - *Electronic mice or similar pointing devices*
  - *Facsimile machines, document scanners and printers (only those intended for use with a computer and weighting less than 100lbs.)*
- *Small electronic equipment (including any cable, cord, or wiring accompanying the small electronic equipment)*
  - *VCRs*
  - *Digital video recorders (DVRs)*
  - *Portable digital music players*
  - *DVD players (including projectors with DVD player capabilities intended for home-use)*
  - *Digital converter boxes*
  - *Cable or satellite receivers (including digital media receivers)*
  - *Electronic or video game consoles (including both handheld devices and those intended for use with a video display device)*
- *Small scale servers*

COVERED ELECTRONICS DOES NOT INCLUDE:

- *Any motor vehicle or any part thereof*
- *Camera or video camera*
- *Portable or stationary radio*
- *Household appliances such as clothes washers, clothes dryers, refrigerators, freezers, microwave ovens, ovens, ranges or dishwashers*
- *Equipment that is functionally or physically part of a larger piece of equipment intended for use in an industrial, research and development or commercial setting*
- *Security or anti-terrorism equipment; monitoring and control instrument or system;*
- *Thermostat*
- *Hand-held transceiver*
- *Telephone of any type*
- *Portable digital assistant or similar device*
- *Calculator*
- *Global positioning system (GPS) receiver or similar navigation device*
- *Server other than a small-scale server*
- *Cash register or retail self checkout system*
- *Stand-alone storage product intended for use in industrial, research and development or commercial settings*
- *Commercial medical equipment that contains within it a cathode ray tube, a flat panel display or similar video display device, and is not separate from the larger piece of equipment; or other medical devices as that term is defined under the Federal Food, Drug and Cosmetic Act*

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNNKING INC CRS# 3819)

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Proper Packing Instructions

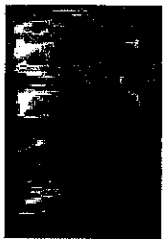




CRT TELEVISIONS

- Large TVs should be layered at the bottom of the pallet with smaller TVs toward the top.
- TVs should be packaged 5-6' tall
- Screens should always face outward
- Shrink wrap first layer to pallet to avoid shifting
- Use as much shrink wrap as necessary to secure TVs
- Broken and bare CRT TVs should be placed in a separate gaylord





CRT MONITORS

- Each layer should have 5 monitors facing down, 4 facing up (9 per layer)
- Monitors should be packaged 3-5 layers tall (5-6' tall)
- Cardboard layer between stacks
- Shrink wrap first layer to pallet to avoid shifting
- Use as much shrink wrap as necessary to secure monitors
- Broken and bare CRT monitors should be placed in a separate gaylord





FLAT SCREEN TELEVISIONS

- Alternate back-to-back and screen-to-screen
- Televisions on outside of row should be facing the outside wall of the gaylord container
- Place similar size TVs facing each other
- Use cardboard to separate screen faces

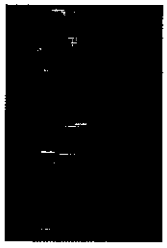




FLAT SCREEN MONITORS

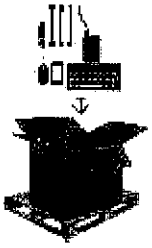
- 2 layers tall (cardboard layer between stacks)
- Alternate back-to-back and screen-to-screen
- Monitors on outside of row should be facing the outside wall of the gaylord container
- Place similar size monitors facing each other
- Use cardboard to separate screen faces

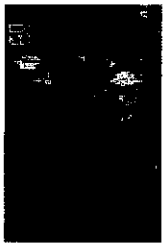




STACKABLE ELECTRONICS

- Items such as desktop towers, microwaves, DVD players, VCRs, servers, and other items that are square/rectangular
- Stackable items should be package 5-6' tall
- Shrink wrap first layer to pallet to avoid shifting
- Use as much shrink wrap as necessary to secure monitors





MISCELLANEOUS E-WASTE

- Items such as cables/wires, laptops, printers, cameras, cell phones, computer accessories, and any other small electronics with a circuit board or cord

Attachment: DOC012423-01242023141743 (RES-2023-167 : Electronics Recycling Agreement with SUNNKING INC CRS# 3819)

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IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, 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: Sunking Inc.

Signature: [signature]

Print Name: Philip Bove

Title: Director of Business Development

Date: 1.12.23

AMY LYNN FORDER
Notary Public, State of New York
No. 01FO6326022
Qualified in Monroe County
Commission Expires June 08, 2023

Sworn To Before Me This
12th Day of January 2023
[signature]
Notary Public

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNKING INC CRS# 3819)

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

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNKING INC CRS# 3819)

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.

(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

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNNKING INC CRS# 3819)

Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

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

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

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

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

Agreed to and Accepted by:

Sunking, Inc.
Print Name of Company

By: _____
Signature

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Revised 10-31-22

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNKING INC CRS# 3819)

Philip Bove
Printed name

Date: 1.12.23

Date: _____

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNKING INC CRS# 3819)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 o this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M & T Insurance Agency, Inc. 285 Delaware Avenue, Ste 4000 Buffalo NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): 716-853-7960 FAX (A/C, No): 855-595-4605 E-MAIL ADDRESS: CLServicing@mtb.com
INSURED SUNNK-1 Sunnking, Inc 4 Owens Road Brockport NY 14420	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Everest Indemnity Ins Co — 10851 INSURER B : Great American Ins Co — 16691 INSURER C : Charter Oak Fire Insurance Company — 25615 INSURER D : Atlantic Specialty Ins Co — 27154 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 122221048 **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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y	Y	7110149680006	11/1/2022	11/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7110149680006	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			7110149680006	11/1/2022	11/1/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB8S341339	11/1/2022	11/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B D	Pollution Liability Motor Truck Cargo Leased/Rented Equipment			EF2PO00057-221 IMP E591096 02 00 7110149680006	5/5/2022 4/9/2022 11/1/2022	5/5/2025 4/9/2023 11/1/2023	Occ 2,000,000 Per Disaster Limit/Deductible	Agg 5,000,000 500,000 50,000/2,500

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

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Buffalo NY 14221
United States

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: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNKING INC CRS# 3819)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Sunnking, Inc 4 Owens Road Brockport, NY 14420 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 585-391-1002 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Buffalo, NY 14221 United States	3a. Name of Insurance Carrier Charter Oak Fire Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB8S341339 3c. Policy effective period 11/01/2022 to 11/01/2023 3d. The Proprietor, Partners or Executive Officers are ☑ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Bart Kresse
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 10/28/2022
(Signature) (Date)

Title: President M & T Insurance Agency Inc.

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-7960

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

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNNKING INC CRS# 3819)

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)
SUNN KING INC.
ATTN: DAVE HEMMERICK
4 OWENS ROAD
BROCKPORT, NY 14420

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

1b. Business Telephone Number of Insured
585-637-8365

1c. Federal Employer Identification Number of Insured or Social Security Number
161579897

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Buffalo, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL642347

3c. Policy effective period
07/01/2021 to 06/30/2023

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 4/26/2022 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: DOC012423-012420231417 43 (RES-2023-167 : Electronics Recycling Agreement with SUNNKING INC CRS# 3819)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27041 **RESOLUTION 2023-168** **ADOPTED**

Approval to Spend Funds - Veterans Memorial - 2023

The Veterans Memorial Fountain is in need of various maintenance and repairs to the filtration system, i.e. to include: various filter replacement and repair, pumps, chlorine, etc.

We are respectfully requesting the authorization of spending up to $4,000.00 from the Trust Account T4017:4002 for the various supplies and repairs.

Thank you for your time and consideration.

2/13/2023
Consent

FINANCIAL IMPACT:

T4017 : 4002 NOT TO EXCEED $4,000.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27061 **RESOLUTION 2023-169** **ADOPTED**

Contract - Infoquest Computer Solutions, Inc., CRS #3801

Please authorize the Town Supervisor to sign the contract between the Town of Amherst Highway Department and Infoquest Computer Solutions, Inc. The contract is for forty (40) hours of Access Software support and customization for the database for the Highway Resource Information System, Highway Trak.

The total is 40 hours times $105.00 per hour for a total of $4,200.00 with no expiration date.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #3801) and the approval of the Town Attorney.

Thank you for your consideration!

2/13/2023
Consent

FINANCIAL IMPACT:

A5010-4090 $1600

B8560-4090 $ 600

C3621-4090 $ 500

D5112-4090 $ 500

H8000-4090 $1000

Total= $4,200.00

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

INFOQUEST COMPUTER SOLUTIONS, INC.

SOFTWARE SUPPORT POLICY

OPTION 1 - Hourly On-Site Support Rate

All software support time under this option will be billed at an hourly rate of $165.00. This is treated on an incident-by-incident basis, as in a Time and Materials arrangement.

OPTION 2 - Discounted On-Site Support Policy

Under this policy, blocks of time can be purchased, thereby entitling a discount, as set forth below:

SUPPORT TIME	CONTRACT PRICE
20 hours	$2,500
40 hours	$4,200
60 hours	$5,400

Contract must be paid in full at time support plan is initiated.

These costs are based on a one-hour minimum charge.

Quarter hour travel charge applied for all on site visits.

Additional travel charge applies if service location outside thirty mile radius of Buffalo, NY.

OPTION 3 - Project Request

Under this option, the project request will be evaluated on-site with staff members and a functional specification prepared. A fixed price will be established for the project based on custom development requirements.

TELEPHONE SUPPORT - $275.00 (716 Area Code)

This contract will entitle the customer to twelve (12) months of unlimited telephone technical support. There is no limit to the number of calls the designated caller can make in a day, week, month, or year of the support contract.

A charge of $75 per call applies when telephone support contract is not in place.

Attachment: INFOQUEST 2 (RES-2023-169 : Contract - Infoquest Computer Solutions, Inc., CRS #3801)

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

Attachment: INFOQUEST 2 (RES-2023-169 : Contract - Infoquest Computer Solutions, Inc., CRS #3801)

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).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

Attachment: INFOQUEST 2 (RES-2023-169 : Contract - Infoquest Computer Solutions, Inc., CRS #3801)

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:

Infoquest Computer Solutions, Inc.
Print Name of Company

By: Steven Fisher
Signature

Steven Fisher
Printed name

Date: 12/21/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22 SJS

Attachment: INFOQUEST 2 (RES-2023-169 : Contract - Infoquest Computer Solutions, Inc., CRS #3801)

IRAN DIVESTMENT ACT CERTIFICATION

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

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will n utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

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

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

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

Company Name: Infoquest Computer Solutions, Inc.

Signature: Steven Fisher

Print Name: Steven Fisher

Title: President

Date: 12/21/22

Sworn To Before Me This

21 Day of December 20 22

Barbara A Shepard

Notary Public

Barbara A. Shepard
Notary Public, State of New York
Qualified in Erie County
Reg. # 01SH6087068
My Commission Expires 10/7/2025

Revised 4.201

Attachment: INFOQUEST 2 (RES-2023-169 : Contract - Infoquest Computer Solutions, Inc., CRS #3801)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2023

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 SUBROGATIONIS 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:	
USI INSURANCE SERVICES LLC/PHS 01215796 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
INFOQUEST COMPUTER SOLUTIONS INC. 6633 MAIN ST STE 7 WILLIAMSVILLE NY 14221-5965	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	X		01 SBA AI9071	07/08/2022	07/08/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							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 [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			01 SBA AI9071	07/08/2022	07/08/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations. Town of Amherst is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary and non-contributory per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Town of Amherst
5583 MAIN ST
WILLIAMSVILLE NY 14221-5488

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

Susan L. Castaneda

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Attachment: INFOQUEST 2 (RES-2023-169 : Contract - Infoquest Computer Solutions, Inc., CRS #3801)

INFOQUEST
COMPUTER SOLUTIONS

To whom it may concern:

I am the sole owner of Infoquest Computer Solutions, Inc. and the only employee. Infoquest is located at 6633 Main Street, Suite 7, Williamsville, NY 14221.

Steven Fisher

Steven Fisher, Owner

12/21/22

Date

Attachment: INFOQUEST 2 (RES-2023-169 : Contract - Infoquest Computer Solutions, Inc., CRS #3801)

6633 Main Street · Suite 7, Williamsville, New York 14221
716 · ~~633 · 9898~~ 308-4760 · e-mail: infoquestcomputer@msn.com

NEW YORK STATE | Workers' Compensation Board

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	Business Applying For: Contract with Government Agency
Infoquest Computer Solutions, Inc. **6633 Main St Ste 7** **Williamsville, NY 14221-5965** **PHONE: 716-308-4760 FEIN: XXXXX5142**	**From: Town of Amherst**

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law

I, Steven Fisher, am the President with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, th have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm th I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approve by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE | **Signature:** **Date:**

Exemption Certificate Number
2022-084297

Received
December 21, 2022
NYS Workers' Compensation Board

CE-200 01/2018

Attachment: INFOQUEST 2 (RES-2023-169 : Contract - Infoquest Computer Solutions, Inc., CRS #3801)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27066 **RESOLUTION 2023-170** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback-Jackson Welding & Gas Products CRS #3831

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the County of Erie - welding and lab gases per cubic foot and Demurrange/Rental charges, liquid cyclinder fees and Haz Mat fees with Jackson Welding and Lab Gas Products.

The Erie County and Jackson Welding and Lab Gas Products Company is Bid Reference 222425-004 for welding and lab gases, etc. Contract term is 1/1/2023 through 12/31/2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #3831) and the approval of the Town Attorney.

Thank you for your consideration!

2/13/2023
Consent

FINANCIAL IMPACT:

Town Wide

Various

TBD

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

AGREEMENT

Let this document stand as an Agreement between JACKSON WELDING & GAS PRODUCTS, 2300 Kenmore Avenue, Buffalo, New York 14207 and the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

COUNTY OF ERIE- WELDING AND LAB GASES
BID REFERENCE # 222425-004
1/1/2023 through 12/31/2025

from JACKSON WELDING AND LAB GASES for welding and lab gases per cubic foot and Demurrange/Rental charges, liquid cyclinder fees and Haz Mat Fees per Bid Reference # 222425-004 for the period from 1/1/2023 through 12/31/2025.

Agreed to and Accepted by:

JACKSON WELDING & GAS PRODUCTS

By: K Jackson
Signature

LISA JACKSON
Print Name

CFO
Title

Date: 1/26/23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

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

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

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.

(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

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

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:

Jackson Welding Supply
Print Name of Company

By: L Jackson
Signature

Lisa Jackson
Printed name

Date: 1/26/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22 SJS

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

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: Jackson Welding Supply Co Inc

Signature: L Jackson

Print Name: Lisa Jackson

Title: CFO

Date: 1/26/23

LISA A. JACKSON
Notary Public - State of New York
No. 01JA6155471
Qualified in Monroe County
My Commission Expires 11/2026

Sworn To Before Me This
26 Day of Jan, 2023
Lisa Jackson
Notary Public

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

ACORD

JACKWEL-02

CALDWELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/27/2022

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

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

PRODUCER
Paris-Kirwan Associates, Inc.
PO Box 40420
Rochester, NY 14604

CONTACT NAME:
PHONE (A/C, No, Ext): (585) 473-8000 FAX (A/C, No): (585) 340-1714
E-MAIL ADDRESS: reception@paris-kirwan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois Union Insurance Company	27960
INSURER B : ACE American Insurance Company	22667
INSURER C : Hallmark Insurance Company	34037
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jackson Welding Supply Co., Inc
4 Pixley Industrial Circle
Rochester, NY 14624

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		D37719778	9/26/2022	9/26/2023	EACH OCCURRENCE	$ 1,000,00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,00
							MED EXP (Any one person)	$ 5,00
							PERSONAL & ADV INJURY	$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,00
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,00
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
	OWNED AUTOS ONLY / SCHEDULED AUTOS			H0851835A	9/26/2022	9/26/2023	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB [X] OCCUR							
	X EXCESS LIAB CLAIMS-MADE			79EX00071007600	9/26/2022	9/26/2023	EACH OCCURRENCE	$ 5,000,000
	DED RETENTION $						AGGREGATE	$ 5,000,000
								$
	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	$
A	Leased/Rented Equip			D37719778	9/26/2022	9/26/2023	Ded $1,000	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is provided additonal insured status on a primary and non-contributory basis when required by written contract or agreement.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Amherst, 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
Laurie Stanley

ACORD 25 (2016/03)

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Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

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

^ ^ ^ ^ ^ ^ 160721369
PARIS KIRWAN ASSOCIATE INC
255 EAST AVE STE 300
PO BOX 40420
ROCHESTER NY 14604

POLICYHOLDER	CERTIFICATE HOLDER
JACKSON WELDING SUPPLY CO INC DBA JACKSON WELDING & GAS PRODUCTS 4 PIXLEY INDUSTRIAL PKWY ROCHESTER NY 14624	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
R1329 543-1	58630	07/01/2022 TO 07/01/2023	10/7/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1329 543-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 192611435

U-26.3

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

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) JACKSON WELDING SUPPLY CO INC 4 PIXLEY INDUSTRIALPKWY ROCHESTER NY 14624 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 5852352920 1c. Federal Employer Identification Number of Insured or Social Security Number 16-0721369
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street AMHERST, NY 14221 14469	3a. Name of Insurance Carrier SHELTERPOINT LIFE INSURANCE COMPANY 3b. Policy Number of Entity Listed in Box "1a" D603343 3c. Policy effective period 1/1/2022 to 12/31/2023

4. Policy provides the following benefits:
   - [X] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.

5. Policy covers:
   - [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 10/7/2022 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 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: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

TO: All Using Departments

FROM: Tricia Pierce, Buyer

DATE: January 6, 2023

SUBJECT: NEW BID FOR WELDING AND LAB GASES FOR 2023
222425-004

This is to advise you that there is a new contract for Welding and Lab Gases. The successful bidder is Jackson Welding. The contract is for three years beginning January 1, 2023 through December 31, 2025. Prices shall remain firm for one year.

Prices listed include Delivery. No Delivery charges or Fuel Surcharges will be allowed, so please check any invoices carefully.

For your convenience I have listed the information below.

VENDOR INFORMATION: **JACKSON WELDING & GAS PRODUCTS**
2300 Kenmore Avenue, Buffalo, NY 14207
Telephone #768-0416
Fax #768-0417
Vendor #136731
Eric Kulpit #716-768-0416 x140 – Sales Rep

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

COUNTY OF ERIE, STATE OF NEW YORK
DIVISION OF PURCHASE
BID NO.: 222425-004

95 FRANKLIN STREET, ROOME 1254
BUFFALO, NEW YORK 14202

WELDING AND LAB GASES	PRICE PER CU. FOOT
1. Acetylene #3	$.32
2. Acetylene #4	$.32
3. Acetylene #5 AA Grade	$.291
4. Acetylene #40	$.55
5. Acetylene #60	$.616
6. Acetylene #120-125	$.32
7. Air Industrial or Medical Grade Size 300	$.067
8. Argon 75% Argon, 25% Nitrogen Large (for use with MIG Welder)	$.056
9. Argon 75% Argon, 25% CO2 – 390 Large (for use with MIG Welder)	$.056
10. Argon 75% Argon, 25% CO2 – 138	$.0906
11. Argon UHP GR 5.0, Size 10CGA 580	$.083
12. Argon – UHP	$.083
13. Argon 135	$.081
14. Carbon Dioxide #99.8% Purity, Size 300	$.03318
15. Carbon Dioxide Food Grade Gas 5#	$.093
16. Helium 99.997 HP GR 4.7 Size 300	$1.13
17. Ultrapure Carrier Grade Helium 99.9995% Size 300	$2.13
18. Hydrogen 5% in Argon HP-5 Code	$.30
19. Hydrogen 40% Balance Helium, Size 195	$.568
20. Hydrogen 99.998% Purity, Size 300	$.1953

20101 31137 31379 31154 31155

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

WELDING AND LAB GASES	PRICE PER CU. FOOT
21 Liquid Nitrogen PG-50 (LC-3) 2.2	$.007665
22. Liquid Nitrogen 180 LT – 230 Dewar	$.011
23. Nitrogen CGA580 Industrial Size #Ni300	$.034
24. Nitrogen Sgniby 3500 PSI	$.146
25. Nitrogen N160	$.011
26. Nitrous Oxide AA	$.317
27. Nitrogen UHP 99.999%	$.069
28. Oxygen #20	$.25
29. Oxygen #80	$.064
30. Oxygen #122	$.0416
31. Oxygen #125	$.0416
32. Oxygen #200	$.0299
33. Oxygen #249	$.024
34. Oxygen #251, Size Large	$.024
35. Oxygen 1% 95 PPM Propane Balance Nitrogen Size 215	$1.552
36. Oxygen 15% Balance Nitrogen, Size 217	$.152
37. Trimix 90% Helium 7 ½% Argon 2 ½% CO2 (for welding stainless steel)	$1.157
38. Ultra P5 (5% Methane, 95% Argon electron Capture Detector Mix Size 200	$.355425

DEMURRAGE/RENTAL CHARGES: $1.88 Per Cylinder per Month
LIQUID CYLINDER PER MONTH: $.79 Per Cylinder per Day
HAZ MAT FEE: $4.00 per invoice

Attachment: JACKSON (RES-2023-170 : Authorize Supervisor to Sign Contract to Piggyback-JacksonWelding & Gas Products CRS #3831)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27105 **RESOLUTION 2023-171** **ADOPTED**

Authorize the Purchase of One (1) Graco Line Lazer 3900 Road Line Sprayer CRS #3848

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) Graco Line Lazer 3900 Road Line Sprayer from Sherwin Williams.

WHEREAS, bids were received from five (5) vendors per the attached Bid Tabulation form. The purchase is authorized from Sherwin-Williams, 2045 Niagara Falls Blvd. Amherst, NY 14228-3518 for their low bid of $8,949.00.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this purchase. This purchase is subject to the Contract Routing System (CRS #3848) and the approval of the Town Attorney.

2/13/2023
Consent

FINANCIAL IMPACT:

A3310 - 2550

$8,949.00

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

[ ] = Low Bidder

Quote - GRACO LINE LAZER 3900 MODEL 17H450

Date - FEBRUARY 1, 2023

Item #	Description	Vendor Name: Sherwin-Williams BID	Sealmaster WNY BID	Grainger BID	Newstriper BID	Asphalt Kingdom BID
1	Paint Sprayer Line Striper	**$8,949.00**	$12,600.00	$11,586.71	$10,679.00	$11,999.00
2	Freight	Included	Included	Included	Included	Included

SHERWIN WILLIAMS®

AMHERST-HIGHWAY DEPT*TOWN OF

*AMHERST-HIGHWAY DEPT*TOWN OF*

Quote Presented By:
Craig Berwaldt
SALES- Store Manager E

1-716-691-5065
sw701444@sherwin.com

SHERWIN-WILLIAMS
2045 NIAGARA FALLS BLVD
AMHERST, NY 14228 3518
(716) 691-5065

February 02, 2023

Attachment: DOC020623-02062023095021 (RES-2023-171 : Authorize the Purchase of One (1) Graco Line Lazer 3900 Road Line Sprayer - #3848)

SHERWIN WILLIAMS.

ACCOUNT # 6582-7744-7
AMHERST-HIGHWAY DEPT*TOWN OF
QUOTE # 6545062
VALID FROM: FEB 02, 2023 - FEB 28, 2023

Dear Al Spoth:

Thank you for considering Sherwin-Williams products for the AMHERST-HIGHWAY DEPT*TOWN OF project. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at (716) 691-5065 or e-mail me at sw701444@sherwin.com.

Craig Berwaldt
SALES- Store Manager E

1-716-691-5065
sw701444@sherwin.com

SHERWIN-WILLIAMS
2045 NIAGARA FALLS BLVD, AMHERST, NY 14228 3518

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC020623-02062023095021 (RES-2023-171 : Authorize the Purchase of One (1) Graco Line Lazer 3900 Road Line Sprayer - #3848)

SHERWIN WILLIAMS.

ACCOUNT # 6582-7744-7
AMHERST-HIGHWAY DEPT*TOWN OF
QUOTE # 6545062
VALID FROM: FEB 02, 2023 - FEB 28, 2023

PROJECT: AMHERST-HIGHWAY DEPT*TOWN OF

Purchase Type: Single Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
LLV3900STRD 2MECHGUN	100664812	100664812-EACH	1	$8,949.00	$8,949.00

Comments: 17H450

Total Price: $8,949.00*

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm.Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes.Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at https://www.sherwin-williams.com/terms-and-conditions. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

Attachment: DOC020623-020623095021 (RES-2023-171 : Authorize the Purchase of One (1) Graco Line Lazer 3900 Road Line Sprayer - #3848)

Attachment: DOC020623-020623095021 (RES-2023-171 : Authorize the Purchase of One (1) Graco Line Lazer 3900 Road Line Sprayer - #3848)

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:

Sherwin Williams
Print Name of Company

By: _____
Signature

Craig Borowski
Printed name

Date: 2/7/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: DOC020623-02062023095021 (RES-2023-171 : Authorize the Purchase of One (1) Graco Line Lazer 3900 Road Line Sprayer - #3848)

IRAN DIVESTMENT ACT CERTIFICATION

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

By submitting a response to this solicitation, or by assuming the responsibility unde Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will 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 seek to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must cer at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibi entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informati that a person is in violation of the above-referenced certification, the Town will offer the person opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in t investment which is in violation of the Act within 90 days after the determination of such violation, th the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeki 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 ent that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on t prohibited entities list after Contract/Lease award.

Company Name: Sherwin Williams

Signature: [signature]

Print Name: Craig Bernaldt

Title: Store Mgr

Date: 2/3/23

Sworn To Before Me This
3rd Day of February, 2023
Christina M. Beck
Notary Public

Christina M Beck
Notary Public - State of New York
No. 01BE6119600
Qualified in Erie County
My Commission Expires 12/06/20 24

Attachment: DOC020623-020623095021 (RES-2023-171 : Authorize the Purchase of One (1) Graco Line Lazer 3900 Road Line Sprayer - #3848)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27078 **RESOLUTION 2023-172** **ADOPTED**

Tree Planting - Escrow Funds from Agency Account - 2023

Please approve authorization to spend up to $100,000.00 from the Agency Account AG 2022:0699 for the spring and fall 2023 season.

In addition, please approve authorization to spend $100,560.00 for PO# 22220689 dated 12/30/2022 for 173 various trees planted for new builds in 2022 from the Agency Account AG 2022-0699 to Scott Lawn Yard Inc.

Thank you for your time and consideration!

2/13/2023
Consent

FINANCIAL IMPACT:

AG2022-0699

Not to Exceed $100,000.00 for 2023.

PO#22220689 $100,560.00 for 2022

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

TOWN OF AMHERST

PURCHASE ORDER

P.O. No. **22220689**

This number must appear on all packages and invoices

☐ 5583 Main St., Williamsville, NY 14221-5499

Date: 12/30/22

☒ Highway Department
1042 North Forest Road, Williamsville NY 14221

Federal ID#: 16-6002157

DO NOT WRITE IN THIS BOX

VENDOR'S NO.: 14589 16-1493724

FUND APPROPRIATION				FUND APPROPRIATION			
Fund	Dept./ District	Object	Amount	Fund	Dept./ District	Object	Amo
AG2022		0699	100,560.00				

Claimant's Name and Address

SCOTT LAWN YARD INC
3305 HASELEY DRIVE
NIAGARA FALLS, NY 14304

Inv. Att.

Total: $100,560.00

☐ Check box if partial payment (P.O. will remain open)

☐ Separate Check Required

Quantity	Description of Materials or Services	Unit Price	Amount
1	173 VARIOUS TREES, PLANTED FOR NEW BUILDS - 2022	100,560.00	100,560.00

TBA, 09/13/21 - RES, 2021-782 - CRS #2857

Due Date: asap Vendor Invoice#: 12116 (1 OF 3) **Total $100,560.00**

Date of Town Board Resolution (if needed):

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: Greaves

Date Received: 12-16-22

SALES TAX EXEMPT

All purchase contracts involving an aggregate expenditures of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION

Patrick Lucey
Department Head or Director of Purchasing

Audited By:	Contracts:	Bids Received: Y / N
Date:	Signed Contract: Y / N Town Board Approval Date:	Town Board Approval: Y / N Date:

DEPARTMENT APPROVAL (SPACE BELOW FOR MUNICIPAL USE)

The above services or materials were rendered or furnished to the municipality on the dates stated and the changes are correct.

1-19-2023 Patrick Lucey
Date Authorized Signature

COMPTROLLER'S DEPARTMENT

Date Authorized Official

Attachment: DOC013023-01302023082055 (RES-2023-172 : Tree Planting - Funds from Agency Account - 2023)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27080 **RESOLUTION 2023-173** **ADOPTED AS AMENDED**

Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #3837

Authorize the Supervisor to sign an agreement between the Town of Amherst, Highway Department and Davis-Ulmer Inc., One Commerce Drive, Amherst, NY 14228-2395.

Agreement includes fire sprinkler system inspection, monitoring, testing and minor repairs (time and material) for the period of 1-1-2023 through ~~12-31-2023~~ 5-31-2023.

> ~~Monthly fire system monitoring - $42.00 times 12 equals $504.00;~~
> ~~Quarterly sprinkler inspection and testing - 4 times $345.00 equals $1,380.00;~~
> ~~Annual alarm and antifreeze inspection - $690.00; and time and materials for minor repairs.~~

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign and enter into such contract. This contract is subject to the Contract Routing System (CRS #3837) and the approval of the Town Attorney.

2/13/2023
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion to amend was made by Supervisor Kulpa, seconded by Deputy Supervisor Bucki and unanimously approved 5-0. Amendment adds the underlined language. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A5132 : 4220 Inspections $2,574.00

Plus miscellanous not to exceed $2,426.00

Total $5,000.00

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

DAVIS-ULMER
FIRE PROTECTION

• Sprinklers • Suppression • Fire Alarm • Security

Inspection Agreement

Effective, **(January 19, 2023)** and subject to all terms, conditions, and limitations specified in this Agreement, **Town of Amherst Highway Dept** ("Customer") hereby engages Davis-Ulmer Sprinkler Company, Inc. ("Company") to perform inspection services at the premises specified in Section I below (the "Property"), and Company agrees to perform such services subject to all terms, conditions and limitations specified in this Agreement and as outlined in Section II.

SECTION I – CUSTOMER & PROPERTY INFORMATION

Property:	**Town of Amherst Highway Dept**	**Bill To:**	**Same**
Address:	1042 N Forest Rd	**Address**	
City	Amherst, NY 14221		
Phone:	716-631-7117	**Phone:**	
Fax:	716-631-7265	**Fax:**	
E-Mail:	aspoth@amherst.ny.us	**E-Mail:**	

Property Owner (If different from Customer):

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

SECTION II – INSPECTION

Customer engages Company-to perform a
☐ single ☐ monthly ☐ quarterly ☐ semi-annual ☐ annual ☒ **other (see frequencies below)**
inspection(s) of the automatic fire protection and/or alarm/security equipment installed on or within the Property.

Inspect & test five (5) wet pipe sprinkler systems, quarterly
Test one (1) antifreeze loop, annually
Inspect & test one (1) fire alarm system, annually
24-hour system monitoring at $42.00 per month to be invoiced annually at $504.00. Separate invoice for monitoring. Phone line/internet service, if required, is not included and must be supplied by Customer. See Page 5.

Per Scopes(s) of Work attached. Actual inspection date(s) will be determined by Company. The use of a lift, if required, will be at additional cost.

SECTION III – TERM, INSPECTION FEE, AND PAYMENT

The term of this Agreement shall be for a period of **one (1) year.** ***January 1, 2023 through December 31, 2023***

Customer agrees to pay the **total annual sum** of **$2574.00**
Customer will be invoiced as follows:
After each quarterly sprinkler inspection, the sum of **$345.00**
After the annual fire alarm inspection, the sum of **$690.00**
System Monitoring, the sum of **$504.00**

Specified fee does not include any applicable sales or other tax. Customer is responsible for all applicable taxes. Company will issue an invoice promptly upon completion of each inspection. Customer will pay each invoice in full, without any setoff or deduction whatsoever, no later than 30 days after receipt of invoice. Any amounts past due will be subject to a finance charge equal to the lesser of 1.5% per month or the maximum legal rate. Customer agrees to reimburse Company for all costs of collection, including attorneys' fees.

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

SECTION IV: TERMS AND CONDITIONS

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

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

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

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

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

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

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

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

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

5. **LIMITATION OF LIABLITY:** CLIENT ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CLIENT SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CLIENT ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS,
SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF $5,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE DAVIS ULMER FIRE PROTECTION FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CLIENT OR ANY OTHER PARTY CLAIMING BY OR THROUGH CLIENT. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE,

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, , OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CLIENT AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. **WARRANTIES:**

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

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

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CLIENT WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CLIENT AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

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

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

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

8. **RESPONSIBLITIES OF CLIENT:** The Client agrees to:

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

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

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

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

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

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

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

10. **ADDITIONAL COMPANY RESPONSIBILITY.**

A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company, as soon as it is reasonably

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practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

Other inclusions, exclusions or attachments:

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

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

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

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

ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL AS

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

ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL AS

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

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

MONITORING AGREEMENT

This Monitoring Agreement ("Agreement") is entered into between ***Davis Ulmer Sprinkler Co*** ("Service Provider" or "SP") and Customer for the provision of the monitoring service described below (the "Service"). This Agreement does not include furnishing, installing, maintaining, repairing, replacing, testing or inspecting any equipment, nor does it include any design, construction, alteration, improvement, repair, maintenance, testing or inspection of the Premises (the "Excluded Services"), all of which, if desired, shall be provided pursuant to a separate work order (or other agreement) executed by the Customer and SP. SP shall have no responsibility whatsoever to provide any Excluded Services without a separate work order approved in writing by Customer and SP.

1. Multiple Premises. If this box ☐ is checked, then this Agreement covers the above Premises and each additional location listed on Exhibit A attached hereto (the Premises and each additional location listed on Exhibit A are collectively referred to as the "Premises").

2. Monitoring Service to be Provided:

☒ ***Fire***	☒ ***Radio Communicator/Transmitter***
☐ Elevator	☐ I.P. Communicator/Transmitter
☐ Video	☐ UDACT (POTS) Universal Communicator/Transmitter
☐ Hold-Up Panic	☐ Cellular Communicator/Transmitter
☐ Critical Condition	☐ N/A Customer Owner Eqpt./Programming
☐ Burglary/ Security	☐ Other:_____

Upon receipt of a signal from Customer's equipment, SP's sole responsibility shall be to use commercially reasonable efforts to notify the Customer and the applicable authority in accordance with standard monitoring procedures. SP is not responsible if, for any reason, a signal is not received from Customer's equipment.

3. Annual Service Fee: The Annual Service Fee is ***$504.00.*** Customer agrees that SP may increase the Annual Service Fee any time after the first twelve months of the Term upon 30 days prior written notice to Customer.

4. Payment for Services: Customer agrees to pay the Annual Service Fee as follows:

☒ ***Annually, payable on or before the Start Date.***

☐ Semi-Annually, 1/2 payable on or before the Start Date, and 1/2 payable on or before the six-month anniversary of the Start Date.

☐ Quarterly, 1/4 payable on or before the Start Date, and 1/4 payable on or before the three, six and nine month anniversaries of the Start Date.

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If Customer fails to pay the Annual Service Fee as and when due, SP may discontinue the Service upon 30 days prior written notice to Customer. Customer shall pay for all costs of collection, including attorneys' fees.

5. Term: This Agreement shall remain in force and effect for an initial term of *12* months from the Start Date.

6. Limitation of Liability; No Warranty: Customer agrees that SP is not an insurer and that no insurance is offered by SP herein. SP is not responsible for any loss or damage caused by or in any way relating to defects or deficiencies in the system equipment or for delays in response time or non-response of police, fire or other authorities. SP makes no representation or warranty that Customer's equipment is free of defects or that Customer's equipment will provide the detection for which it is intended. SP is not assuming any responsibility for any losses which may occur even if due to SP's negligence or failure to perform its obligations under this Agreement. If, notwithstanding the above, there should arise any liability on the part of SP as a result of its negligence or failure to perform, the total liability, in the aggregate, of SP and its officers, directors, employees, agents and parent, shall not exceed $250 in the aggregate. It is intended that this limitation shall apply, to the fullest extent permitted by law, to any and all liability or cause of action however alleged or arising, and Customer agrees to accept this amount as liquidated damages, and not as a penalty, in compete satisfaction, discharge and release of SP's liability hereunder. If Customer desires to increase this liquidated damage amount, a rider signed by the parties will be attached to this Agreement. SP HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification; Insurance: To the fullest extent permitted by law, Customer agrees to defend, indemnify and hold harmless SP and its officers, directors, employees, agents and parent from and against all third-party claims, suits, losses, damages and expenses, including without limitation attorneys' fees, which may be asserted against or incurred by SP arising out of or resulting from the performance or non-performance of the Service, including, without limitation, the active or passive negligence of SP or its officers, directors, employees, agents or parent. Customer shall maintain general liability insurance covering the Premises under which SP shall be named as an additional insured and which shall insure Customer's indemnification obligations hereunder. Customer also shall maintain a policy of property insurance, on a replacement cost basis, covering all risks of loss due to fire, theft, burglary and other casualties, which policy shall waive subrogation as against SP. Said policies shall be primary and non-contributory.

8. Loss of Service/Suspension: SP may suspend Service at any time and for any reason, provided, however, SP will notify Customer if SP suspends Service for more than 24 hours. There shall be no refund, offset or reduction in the Annual Service Fee for any suspension of Service by SP not exceeding 10 days. SP shall not be liable for loss or damages caused by delays or interruptions in Service.

9. False Alarms. SP shall not be responsible for any fee, charge or assessment imposed by any government authority or other person in connection with any false alarms at the Premises.

10. Customer Obligations.

a. Customer shall pay any and all federal, state and local taxes, fees or charges which are imposed upon the Service to be provided herein.

b. Customer shall provide and maintain during the Term, at Customer's sole cost and expense, any required electrical power or communication transmission services to the Premises, including but not limited to telephone service, cellular network, IP communication and/or radio communication. SP shall not be responsible for any loss of communication services or electrical power.

c. Customer retains the sole responsibility for the life and safety of all persons occupying the Premises and for protecting against losses to Customer's property located within or adjacent to the Premises.

11. Assignment. This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as SP receives advance written notice of such assignment, and the assignee assumes

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

the obligations of Customer under this Agreement. SP may assign this Agreement at any time provided Customer is notified in writing within ten (10) days following such assignment.

12. Miscellaneous: This Agreement constitutes the entire agreement with respect to the Service. This Agreement is governed by the law of the state where the Premises is located. All disputes shall be governed by binding arbitration administered by the American Arbitration Association, pursuant to its Commercial Arbitration Rules and Mediation Procedures. The parties consent to the joinder of other parties in any such arbitration and to the consolidation of other arbitration proceedings provided there are common questions of law of fact. Any action against SP must be commenced within one (1) year from last date of Service. If any provision in this Agreement is unenforceable, that provision will be limited or eliminated only to the extent reasonably necessary so that this Agreement shall otherwise remain enforceable. Customer authorizes SP to convey information regarding the Premises and Customer's equipment to the applicable authorities.

13. Davis-Ulmer Enterprise is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact Davis-Ulmer Enterprise.

14. Authority to Sign. The undersigned represents and warrants to SP that the undersigned has the express authority to bind the Customer to receive and pay for the Service.

EXHIBIT A

MULTIPLE PREMISES

Customer Name	Premises Address	Contact Person/Tel. Number	Account Number
1.			
2.			
3.			
4.			

SECTION V: THIRD PARTY AUTHORIZATION

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

SECTION VI: ACCEPTANCE AND SIGNATURE

Customer:	*Town of Amherst Highway Dept*	*Davis-Ulmer Sprinkler Company, Inc.*	
SIGNATURE:	_____	SIGNATURE:	[signature]
NAME:	_____	NAME:	Stephanie Wlosinski
TITLE:	_____	TITLE:	Inspection Manager
DATE:	_____	DATE:	1/24/2023

By signing above, Customer acknowledges that it has reviewed, understands and agrees to all terms and conditions of this Agreement including, without limitation, the Scope(s) of Work furnished by Company with this Agreement.

The inspection fee quoted is for acceptance within thirty (30) days from Company's presentation of this Agreement to Customer. If not accepted by Customer within such 30-day period, Company will be pleased to submit a revised quotation. Agreement is not binding on Company until credit approval for Customer is issued by Company.

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

DAVIS-ULMER

Quarterly

INSPECTION / TESTING OF WET PIPE FIRE SPRINKLER SYSTEM

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

SCOPE OF WORK

- (**Annually**) Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only.
- (**Quarterly**) Attempt to visually inspect all known valves, hydraulic placards, gauges, fire department connection from floor level only.
- (**Annually**) Operate all known control valves, and seal valves in proper position.
- (**Annually**) Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstruction from floor level only.
- (**Annually**) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (**Quarterly**) Verify operation of audible alarms and water flow alarms to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (**Quarterly**) Perform main drain flow test and record static and residual pressures (weather permitting).
- (**Annually**) Sample test anti-freeze solution for specific gravity and freezing point (if equipped).
- (**Semi-Annually**) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (**Quarterly**) Affix inspection tags, date, and initial.
- Furnish completed inspection/test forms.

Excluded Work:

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

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Rev.2/7/19

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

DAVIS-ULMER

Annual

INSPECTION / TESTING OF ANTI-FREEZE SYSTEM

The State Fire Code requires you to inspect, test, and maintain fire protection systems in an operative condition. All inspection, testing and maintenance records are required to be kept on file at the premises. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority. Davis-Ulmer will notify you in writing of any condition or deficiency discovered requiring correction or repair. Any authorized repair/maintenance work will be performed either as quoted or on a time and material basis.

SCOPE OF WORK

- (Annually) Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, hangers, valves, gauges, and fire department connection from floor level only.
- (Annually) Operate all known control valves and seal valves in proper position.
- (Annually) Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstructions from floor level only.
- (Annually) Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet.
- (Annually) Verify operation of water flow alarm to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Annually) Perform main drain flow test and record static and residual pressures (weather permitting).
- (Annually) Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
- (Annually) Sample test anti-freeze solution for specific gravity and freezing point.
- (Annually) Affix inspection tags, date, and initial.
- Furnish completed inspection/test forms.

Excluded Work:

- Visual inspection of systems or portions of in inaccessible spaces.
- Replenishing or replacement of Anti-freeze solution.
- Any and all NFPA, State, and local requirements in excess of above stated.

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Rev. 08-30-10

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

DAVIS-ULMER

INSPECTION / TESTING OF AUTOMATIC FIRE DETECTION SYSTEM

SCOPE OF WORK

The Fire Code of New York State requires you to test, inspect and maintain fire protection systems in an operative condition in accordance with the original installation standards. The Fire Code also requires you to keep on file at the premises all inspection, testing and maintenance records. Any questions concerning regulatory requirements for fire protection systems should be directed to your municipal code enforcement authority.

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

Examples of work we will perform include, but are not limited to:

- Check fire alarm control unit, power supply, lamps, indicators, batteries and fuses.
- Check operation of fire alarm initiating devices (except valve tamper and sprinkler flow switches*).
- Check operation of fire alarm notification appliances.
- Duct detectors will be tested with simulated smoke when possible, otherwise test stations will be utilized if available.
- Confirm receipt of fire alarm, trouble and supervisory signals to your supervising station.
- Furnish completed electronic inspection forms to you.
- Advise in writing of any required or recommended work.

* This testing is normally performed by the maintainer of the fire sprinkler system.

Excluded Work:

- Design work.
- Inspection of fire alarm equipment located in inaccessible or concealed spaces.
- Evaluation of specific hazards.
- Repair or modification of any equipment.
- Sensitivity testing of detectors - this can be done at an additional charge.
- Magnehelic testing of duct detectors – this can be done at an additional charge.
- Any and all NFPA, State, and Local requirements in excess of above stated.

Licensed by the NYS Dept of State
Rev. 2/7/19

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

Davis-Ulmer
1 Commerce Drive
Amherst, NY 14228
716.691.3200

DAVIS-ULMER FIRE PROTECTION

HOURLY SERVICE TECHNICIAN RATES
(Per Man)

Valid through 12/31/2023

Description	Rates
Straight Time Monday Through Friday 7:00am – 3:30pm (Excludes Holidays)	$ 135.00 per hour
Over Time 1.5 Monday through Friday 3:30pm-7:00am & ALL Day Saturday (Excludes Holidays)	$ 202.50 per hour
Over Time 2.0 Sunday & Holidays	$ 270.00 per hour
Truck Delivery w/ Driver	$ 175.00 per delivery
Shop Fabrication	$ 100.00 per hour
Office Admin / PM	$ 110.00 per hour
Vehicle/Tools/Fuel	$ 110.00 per call out

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

Town of Amherst (All Sites)
5583 Main Street
Williamsville, NY 14221

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

DAVIS-ULMER FIRE PROTECTION · BEACH LAKE SPRINKLER FIRE PROTECTION SERVICES · Ellis · ISLAND FIRE LIFE SAFETY CO. · RELIANCE FIRE PROTECTION · Rich FIRE PROTECTION · B & M Fire Protection Services

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

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).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

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:

Davis Ulmer Fire Protection
Print Name of Company

By: _____
Signature

Stephanie Wlasiuk
Printed name

Date: 1/24/2023

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22 SJS

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Davis Ulmer Fire Protection

Signature: SW

Print Name: Stephanie Wlosinski

Title: Inspection Manager

Date: 1/24/2023

Sworn To Before Me This

24 Day of January, 2023

Michelle R. Krzywicki

Notary Public

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

Revised 4.2017

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2022

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-23 E-MAIL ADDRESS: certificates@willis.com
INSURED Davis-Ulmer Sprinkler Company, Inc. dba All State Fire & Security 400 Mineral Springs Buffalo, NY 14224	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A: Zurich American Insurance Company — 1653 INSURER B: AXIS Surplus Insurance Company — 2662 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W27103125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GLO 8902940-03	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000 $ 2,000 $ 10 $ 2,000 $ 4,000 $ 4,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 8488453-03	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			P-001-000068228-05	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 5,000 $ 5,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [No] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 8902941-03	12/31/2022	12/31/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 5,000 $ 5,000 $ 5,000
A	Installation Floater / Builders Risk			MBR0084170-07	05/01/2022	05/01/2023	Limit	$1,000,000

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

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

Evidence of Coverage

CERTIFICATE HOLDER

Town of Amherst
Highway Dept
1042 North Forest Road
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SR ID: 23422213 BATCH: 2775803

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Davis-Ulmer Sprinkler Company, Inc. One Commerce Drive Amherst, NY 14228
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Insurance afforded to the Additional Insureds under the General Liability is Primary and Non-contributory when required by written contract or agreement and when the Additional Insureds are Named Insured under such other insurance.

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

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SR ID: 20458250 BATCH: 1917304 CERT: W19307279

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAG

1a. Legal Name & Address of Insured (use street address only) Davis-Ulmer Sprinkler Co., Inc. One Commerce Drive Amherst, NY 14228 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-691-3200 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1750987 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0710179
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 8902941-03 3c. Policy effective period 12/31/2022 to 12/31/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: James Schuette
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 12/9/2022
(Signature) (Date)

Title: Client Advocate

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

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

C-105.2 (9-17) www.wcb.ny.gov

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-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)
Davis-Ulmer Sprinkler Co., Inc.
1 Commerce Drive
Amherst, NY 14228

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

1b. Business Telephone Number of Insured
585-546-3670

1c. Federal Employer Identification Number of Insured or Social Security Number
16-0710179

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a Name of Insurance Carrier
HARTFORD LIFE AND ACCIDENT

3b Policy Number of Entity Listed in Box "1a"
LNY616110

3c Policy effective period
01-01-2023 to 12-31-2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 12-02-2022 *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

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

DB-120.1 (10-17)

DB-120.1 (10-17) IH

Attachment: DAVIS-ULMER (RES-2023-173 : Contract Davis-Ulmer Fire Sprinkler System Inspection, Monitoring, Testing, Repairs-2023-CRS #

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27093 **RESOLUTION 2023-174** **ADOPTED**

Pesticide Training for Certification and Recertification

Please approve two (2) Highway Department employees for attendance at the WTC specialized training for the New York State - Department Environmental Conservation certifications and re-certifications.

Certification course is 30 hours for applicators, Category 3A, March 6, 2023 through March 9, 2023 for JAMES BENTLEY.

Recertification course is two (2) days for March 6, 2023 and March 7, 2023 for KELSEY HINTERBURGER.

Both training locations will be conducted at 561 Main Street, Suite #500, Tonawanda, NY 14150.

Thank you for your consideration of this request!

2/13/2023
Consent

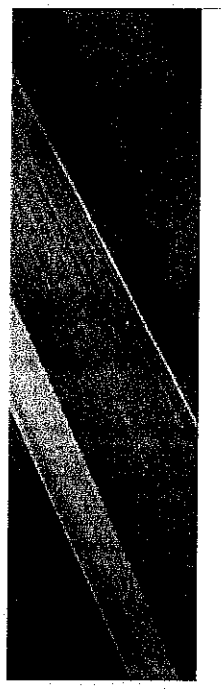
FINANCIAL IMPACT:

B8560 : 4120

$675.00

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

GETTING APPLICATORS EDUCATED



Class Full

The 30-Hour course is now full.

ABOUT

John White has been educating individuals in the green industry for over 35 years.

Specializes in New York State D.E.C. Law's & Regulations, including the 30 Hour Certification course for potential applicators. Also offering Re-Certification courses in 3A, 3C, 5A, 6A, & 7A and Apprentice training in all categories.

Safety training is also available including Employee & Community Right to Know.

Training courses can be found HERE and also at the D.E.C. educational web site & at Cornell Edu web site under Pesticide educational classes.

Attachment: DOC020323-02032023100020 (RES-2023-174 : Pesticide Training for Certification and Recertification)

CLASS LOCATION

Knights of Columbus
561 Main Street Suite #500
Tonawanda, N.Y. 14150

CHECK PAYMENTS

Please make checks payable to Whites Turf Crew and mail them to:

W.T.C.
P.O. Box 96
Tonawanda, N.Y. 14150

If Paying By Check

Please let us know who will be attending the training.

Company

Company

Please let us know who will be attending. Include: First & Last Name, Phone Number, Email Address. *

Submit

Attachment: DOC020323-02032023100020 (RES-2023-174 : Pesticide Training for Certification and Recertification)

W.T.C.

2/2/23

P.O. Box 96

Tonawanda N.Y. 14151-0096

INVOICE

Bill to: **#2203**

Town of Amherst
1042 North Forest Rd.
Williamsville, N.Y. 14221

Date: 2/2/23 **P.O. #** **Terms-** Upon Receipt

Item: 1 Employees ----$425.00 per employee----------$425.00
30 Hour Certification Course
Category 3A Ornamental & Turf
3/6th – 3/9th 2023

1 Employee Recert Credits 2 Days $125.00 per day ----------$250.00

Sales Contact: John L. White- (716) 692-1410 **Balance** **$ 675.00**

www.whitesturf.com

Cell-(716) 998-4497

Attachment: DOC020323-02032023100020 (RES-2023-174 : Pesticide Training for Certification and Recertification)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27098 **RESOLUTION 2023-175** **ADOPTED**

Contract Extension:PMA Management Corp. (CRS #3806) (Original Contract (CMS #1280)

TO: **Town Board**

FROM: **Robert P. McCarthy, Esq., Director of Human Resources**

DATE: **February 6, 2023**

RE: **Contract Extension: PMA Management Corp. (CRS #3806)**
(Original Contract CMS #1280)
Workers Compensation 3rd Party Administration

RESOLVED, the Town Board authorizes the Supervisor to execute the attached agreement with PMA Management Corp. for third-party administration of the Town's Workers Compensation program.

Thank you.

RPM
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - February 13, 2023**)

2/13/2023
Consent

FINANCIAL IMPACT:

R1915.4090 -TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

CONTRACT EXTENSION
WORKERS COMPENSTION 3RD PARTY ADMINISTRATION

PMA Management Corp. agrees to hold prices and extend the current contract with the Town of Amherst for Workers Compensation Third Party Administration.

This contract will be extended for a one year period from January 1, 2023 to December 31, 2023.

SIGNED:

Michael MacAulay, President
PMA Management Corp.

DATED 12/29/2022

PAMELA MACHULSKY
Notary Public, State of New Jersey
Comm. # 50196333
My Commission Expires 06/07/2027

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: PMAContractExt-02062023103709 (RES-2023-175 : Contract Extension:PMA Management Corp.)

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)
OLD REPUBLIC NATIONAL TITLE HOLDING COMP ANY INC (VARIOUS NY LOCATIONS)
ATTN: LISA BISSEN
400 SECOND AVE SOUTH
MINNEAPOLIS, MN 55401

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
612-371-3855

1c. Federal Employer Identification Number of Insured or Social Security Number
411421620

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
ERIE 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"
DBL680797

3c. Policy effective period
01/01/2023 to 12/31/2023

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 12/28/2022 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: PMA.WCCOI-02062023103746 (RES-2023-175 : Contract Extension:PMA Management Corp.)

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: PMA.WCCOI-02062023103746 (RES-2023-175 : Contract Extension:PMA Management Corp.)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) PMA Management Corp. A Member of Old Republic International Corporation 307 North Michigan Ave. Chicago, IL 60601 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (610) 397-5000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 68-916873 1d. Federal Employer Identification Number of Insured or Social Security Number 23-2652239
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 AMERICAN ZURICH INSURANCE COMPANY 3b. Policy Number of Entity Listed in Box "1a" WC 0269596-11 3c. Policy effective period 06-15-2022 to 06-15-2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

Approved by: Roger Levine
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 06/15/22
(Signature) (Date)

Title: Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: (800)-981-8912

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

C-105.2 (9-17) www.wcb.ny.gov

Attachment: PMA.WCCOI-02062023103746 (RES-2023-175 : Contract Extension:PMA Management Corp.)

Workers' Compensation Law

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: PMA.WCCOI-02062023103746 (RES-2023-175 : Contract Extension:PMA Management Corp.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2022

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

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

PRODUCER
Aon Risk Services Central, Inc.
200 East Randolph Street
Chicago, IL 60601

CONTACT NAME: Mike Hayes / Emily Truesdell
PHONE (A/C,No,Ext): 312-381-0065 / 312-381-4259
FAX (A/C, No):
E-MAIL ADDRESS:

INSURED
Old Republic International Corporation /
PMA Management Corp.
307 North Michigan Avenue
Chicago, IL 60601

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Zurich American Insurance Co.	16535
INSURER B: American Zurich Insurance Co.	40142
INSURER C: Navigators Insurance Company	42307
INSURER D:	
INSURER E:	
INSURER F:	

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PROJECT ☐ LOC ☐ OTHER	X		GLO 0269598-11	06/15/2022	06/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED. EXP (Any one person) PERSONAL & ADV. INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $5,000 $2,000,000 $6,000,000 $6,000,000
A	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		BAP 0269599-11	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CH22UMRZ01Z8VIV	06/15/2022	06/15/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERS/MEMBER EXCLUDED? Y/N ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 0269596-11 (DED) WC 0269597-11 (RETRO)	06/15/2022 06/15/2022	06/15/2023 06/15/2023	☑ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is added as Additional Insured.
Policy includes Employee Benefits Liability with an aggregate limit of $1,000,000

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
Aon Risk Services Central, Inc.

ACORD 25 (2016/03)

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Attachment: PMA.LiabilityCOI-0206202310380O (RES-2023-175 : Contract Extension:PMA Management Corp.)

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27072 **RESOLUTION 2023-176** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation (2 Positions)

Recreation Attendant- PT/Youth & Recreation (2 Positions), Effective February 14, 2023, Temporary, $15.00 ph, Step 1 for Ann Maher and Izabella Czulada.

2/13/2023
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27073 **RESOLUTION 2023-177** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective February 14, 2023, Temporary, $15.30 ph, Step 2 for Brenna Fitzpatrick.

2/13/2023
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27075 **RESOLUTION 2023-178** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective February 14, 2023, Temporary, $15.50 ph, Step 1 for Cheryl Carbonara.

2/13/2023
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27076 **RESOLUTION 2023-179** **ADOPTED**

Working Crew Chief/Youth & Recreation

Please appoint a Working Crew Chief to the Youth & Recreation Department, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an hourly rate of $30.32, Step I for James Miles.

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

2/13/2023
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27077 **RESOLUTION 2023-180** **ADOPTED**

Motor Equipment Operator/Engineering (3 Positions)

Please appoint three (3) Motor Equipment Operators to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an hourly rate of $21.31, Grade III, Step 1. for Colin Nelson, Jacob Bukowski and Daniel Thuman.

These are promotions for employees currently serving as Maintenance Worker.

2/13/2023
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27079 **RESOLUTION 2023-181** **ADOPTED**

Senior Planner/Planning Department

Please appoint a Senior Planner to the Planning Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 14, 2023 at an annual salary of $69,097, Grade 16, Step E for Kimberly Amplement.

This is a promotion for an employee currently serving as Planner.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27107 **RESOLUTION 2023-182** **ADOPTED**

Principal Clerk Typist/Town Clerk

Please appoint a Principal Clerk Typist to the Town Clerk's Office. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an annual salary of $46,326, Grade 7, Step E for Marie Hopkins.

This is a promotion for an employee currently serving as Senior Clerk.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27108 **RESOLUTION 2023-183** **ADOPTED**

Maintenance Worker/Engineering Department

Please appoint a Maintenance Worker to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an hourly rate of $20.13, Grade II, Step A for Christian DiPasquale.

Please authorize a six (6) month residency waiver.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27111 **RESOLUTION 2023-184** **ADOPTED**

Wastewater Treatment Plant Operator Trainee (3 Positions) Engineering/Plant #16

Please appoint a Wastewater Treatment Plant Operator Trainee (3 Positions) to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 14, 2023 at an hourly rate of $23.67, Grade IV, Step 1 for Lucas VanDuzer, Kevin Kohut, Thomas Hutchinson and Daniel Berke.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27117 **RESOLUTION 2023-185** **ADOPTED**

Public Safety Dispatcher/Police Department

Please appoint a Public Safety Dispatcher to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 14, 2023 at an annual salary of $49,206, Grade 13, Step A for James Zagarrio.

Replacing an employee who retired.

Please authorize a six (6) month residency waiver.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27120 **RESOLUTION 2023-186** **ADOPTED**

Assistant Plumber/Engineering/Plant #16

Please appoint an Assistant Plumber to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 14, 2023 at an annual salary of $55,288, Grade 12, Step D for Ian Gasiewicz.

Replacing an employee who retired.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27121 **RESOLUTION 2023-187** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective February 17, 2023, at an hourly rate of 17.40, Step A for Terrence Kobus.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27124 **RESOLUTION 2023-188** **ADOPTED**

Public Safety Dispatcher-PT (2 Positions) Police Department

Please appoint two (2) Public Safety Dispatchers -PT to the Police Department, Effective February 14, 2023, Temporary, $19.50 ph, Step 1 for Nancy Niedermayer and Daniel Serwinowski.

Contingent upon completing all pre-employment requirements.

Replacing an employee who resigned and an employee who passed away.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27125 **RESOLUTION 2023-189** **ADOPTED**

Community Liaison-Legal/Attorney's Office

Please create and appoint a Community Liaison-Legal to the Attorney's Office. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 6, 2023 at an annual salary of $125,014.92, Grade 1, Step K of the Exempt Non-Department Head Salary Schedule for Elizabeth Burakowski.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

2/13/2023
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27154 **RESOLUTION 2023-190** **ADOPTED**

Wastewater Treatment Plant Operator Trainee/Engineering/Plant #16

Please appoint a Wastewater Treatment Plant Operator Trainee to the Engineering Department/Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective February 14, 2023 at an hourly rate of $23.67, Grade IV, Step 1.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27122 **RESOLUTION 2023-191** **ADOPTED**

To Adopt the 2023 CDBG/HOME Annual Action Plan and to Authorize the Supervisor to Submit the Plan to HUD

WHEREAS, the Town has prepared an Action Plan delineating the use of CDBG and HOME funds for Fiscal Year 2023 to address housing and community development needs identified in the 2020 -2024 Five Year Consolidated Plan; and

WHEREAS, the Town has complied with HUD requirements to hold at least two public hearings, the first hearing was on October 17, 2022 and the second one on January 17, 2023 to inform citizens of the availability of CDBG and HOME funds for Program Year 2023. Now, therefore,

BE IT RESOLVED that the Amherst Town Board hereby adopts the 2023 CDBG/HOME Annual Action Plan for Community Development, and authorizes the Supervisor to act as official representative of the Town in submitting the Action Plan, all understandings and assurances contained therein, and authorizes him to act in connection with the submission of the Action Plan and to provide such additional information as may be required by the Department of Housing and Urban Development.

2/13/2023
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no local 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, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst

Town of Amherst Planning Department

Erie County, New York

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski, AIC
Assistant Planning D

February 6, 2023

Agenda of February 13, 2023

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Adoption of the 2023 Community Development Annual Action Plan and Authorization for the Supervisor to submit the Plan to HUD

Honorable Members:

The 2020-2024 Consolidated Plan was adopted in 2020 and addresses community needs in the Consortium Towns of Amherst, Cheektowaga and Tonawanda, and sets up guidelines for the use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds in the Towns. The Annual Action Plan includes budgets for the (CDBG) and (HOME) Programs for each program year. The Town Board held public hearings on the 2023 Annual Action Plan on October 17, 2022 and January 17, 2023. On December 14, 2022 copies of the draft Action Plan were made available in the Town's libraries, the Town Clerk's Office and Williamsville Village Clerk's Office. Copies of the complete draft Action Plan and budgets were also posted to the Town's website and provided to the Councilmember's Office.

Attached please find a draft summary of a budget that was sent to you previously. Upon adoption of the Plan, this will become the fiscal year 2023 Community Development budget. This budget was formulated so any changes in funding allocations by HUD can be absorbed by the CDBG and HOME Rehabilitation Program.

The program year for the Action Plan begins on April 1, 2023. The Town must submit its 2023 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) within 60 days after the final allocations are announced. A proposed resolution to adopt the 2023 Annual Action Plan and authorize the Supervisor to submit the Plan for your consideration.

Please contact James Quinn at (716)631-7104 with any questions. Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.
X:\Community Development\New Structure\ANNUAL PLAN\Data 2022\Submittal to HUD\TB_letter_approval_2.722.docx

Attachment: annual-0207202313150 6 (RES-2023-191 : Adoption of the 2023 Annual Action Plan)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27118 **RESOLUTION 2023-192** **ADOPTED**

To Authorize the Supervisor to Sign an Amended Agreement with Parachute Credit Counseling, Inc. CRS #3821

WHEREAS, the Town has budgeted Community Development Block Grant funds for financial education literacy services for youth in the Town; and

WHEREAS, the Town Board approved the agreement on October 17, 2022 for a maximum amount of $8,000 until March 31, 2023; and

WHEREAS, Parachute Credit Counseling asked to amend the cost of the workshop from $600 to $800 and to extend the contract time until December 31, 2023; and

WHEREAS, Planning Department staff recommends that the agreement be amended for these changes; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to satisfactory completion of the contract routing process, to enter into an amended agreement with Parachute Credit Counseling, Inc., attached hereto, and for an amount not to exceed $8,000.00 for the period of April 1, 2022 through December 31, 2023.

2/13/2023
Consent

FINANCIAL IMPACT:

The funds necessary to enter into an agreement with Parachute Credit Counseling, Inc. have been budgeted in the FY 2022 (N22-38 4000) CDBG budget. 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, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa,
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICI
Assistant Planning Directc

February 1, 2023

Agenda of February 13, 2023

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Amended agreement with Parachute Credit Counseling, Inc. for youth financial education literacy

Honorable Board Members:

The Town has budgeted FY 2022 Community Development Block Grant (CDBG) funds for financial education literacy workshops for youth in the Town. The Town Board approved the contract on October 17, 2022 for a maximum amount of $8,000 until March 31, 2023.

Parachute Credit Counseling has asked to amend the workshop cost from $600 to $800 and to extend the contract time until December 31, 2023. Planning Department staff recommends that the agreement be amended for these changes.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into an amended agreement with Parachute for the period April 1, 2022 through December 31, 2023. Adequate funds are available in the CDBG budget to cover the maximum $8,000.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Parachute Credit Counseling\Amended_Agreement_TB_Letter_2.13.23.docx

Attachment: tb letter-02072023095942 (RES-2023-192 : Approval of an Amended Agreement with Parachute Credit Counseling, Inc.)

Amended Agreement For Financial Education Services

THIS AGREEMENT, made and entered into as of the ___ day of_____, 2023 by and between the Town of Amherst, a domestic municipal corporation having its principal place of business at Amherst Town Hall, 5583 Main Street, Williamsville, NY 14221 hereinafter referred to as the Town, and Parachute Credit Counseling, Inc., FKA as Consumer Credit Counseling Services, Inc., a private, not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business at 40 Gardenville Parkway, Suite 300, New York 14224 (hereinafter referred to as "PARACHUTE").

WITNESSETH

WHEREAS, PARACHUTE has submitted a proposal, dated October 10, 2021, to provide financial education classes to low-income youth in the Town, and

WHEREAS, educational services are an eligible use of Community Development Block Grant funds, and

WHEREAS, the current contract approved on October 17, 2022 has a term from April 1, 2022 through March 31, 2023, and

WHEREAS, Parachute is asking to amend the workshop cost from $600 to $800, with a total of 10 workshops and would like the contract extended until December 31, 2023, and

WHEREAS, the Town Supervisor, by requested action of the Town Board of the Town of Amherst, on _____ will be authorized to execute a nine-month extension of the agreement with PARACHUTE for financial education workshops to December 31, 2023, and

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Services

Parachute plans to expand economic opportunities for low income Amherst residents by providing a Youth Financial Literacy Program to low income individuals and families. This program promotes the principles and the pathway to financial security and success. We will partner with local high schools and community centers to provide 10 group youth financial literacy classes to those who come from low income households and will provide such services to December 31, 2023, not to exceed $8,000.00. (Budget Attached).

Attachment: signed_Amended agreement_1.17.23 (RES-2023-192 : Approval of an Amended Agreement with Parachute Credit Counseling, Inc.)

Assignment

This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Town.

Entire Agreement

1.0 This Agreement and attachments thereto contains the entire agreement between the parties hereto, and there are no understandings, agreements or representations, express or implied, not specified herein respecting this Agreement; and no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

PARACHUTE CREDIT COUNSELING,

By: Noelle M Carter
President & CEO

State of New York)
County of Erie)

On this _____ day of _____, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
County of Erie)

On this 5th day of January, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Noelle Carter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Scott Laughlin
Notary Public State of New York
County Valid from: Erie
No. 01LA6198054
Commission Expires: 12/8/2024

Scott Laughlin
Notary Public

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Lead Paint Hazard\Lead_Based_Paint_Contract_2021\2022_Lead_Contract_ Ext._8.2.22.docx

Attachment: signed_Amended agreement_1.17.23 (RES-2023-192 : Approval of an Amended Agreement with Parachute Credit Counseling, Inc.)

Addendum to Contract VENDOR ON SITE Major

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, subvendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or subsub-Vendor shall name the Town as an additional insured on a primary and noncontributory basis.

Attachment: signed_Amended agreement_1.17.23 (RES-2023-192 : Approval of an Amended Agreement with Parachute Credit Counseling, Inc.)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply

Attachment: signed_Amended agreement_1.17.23 (RES-2023-192 : Approval of an Amended Agreement with Parachute Credit Counseling, Inc.)

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:

Parachute Credit Counseling
Print Name of Company

By: Noelle M Carter
Signature

Noelle M. Carter
Printed name

Date: 1/5/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa
Printed name

Date: _____

Attachment: signed_Amended agreement_1.17.23 (RES-2023-192 : Approval of an Amended Agreement with Parachute Credit Counseling, Inc.)

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: Parachute Credit Counseling

Signature: Noelle M Carter

Print Name: Noelle M. Carter

Title: President & CFO

Date: 1/5/23

Scott Laughlin
Notary Public State of New York
County Valid from: Erie
No. 01LA6198054
Commission Expires: 12/8/2024

Sworn To Before Me This
5th Day of January, 2023

Scott Laughlin
Notary Public

Revised 4.2017

Attachment: signed_Amended agreement_1.17.23 (RES-2023-192 : Approval of an Amended Agreement with Parachute Credit Counseling, Inc.)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27149 **RESOLUTION 2023-193** **ADOPTED**

Sidewalk Waiver Request, SWW-2022-04; Property Located at 281 Casey Road

Sidewalk Waiver Request, SWW-2022-04; Property Located at 281 Casey Road (SBL# 42.10-5-3). David & Suzanne Sawran, Petitioner.

The subject request has been reviewed by the Planning and Engineering Departments. Attached find the reviews from both departments which give their recommendations.

2/13/2023
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst

Town of Amherst Planning Department *Erie County, New York*

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Daniel J. Ulatowski, AICP
Assistant Planning Director

Town Board Agenda of February 13, 2023

MEMORANDUM February 6, 2023

TO: Fran Spoth, Town Clerk
Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Sidewalk Waiver Request, **SWW-2022-04**; Property located at **281 Casey Road** (SBL# 42.10-5-3). Suzanne & David Sawran, Petitioner.

The subject request has been reviewed by the Planning and Engineering Departments and **will be placed on the February 13, 2023 Town Board agenda under the Planning Director's report** for a decision by the Board. Attached please find the reviews from both departments which give their recommendations.

Should you have any questions please contact Thomas Voigt this office at 631-7051.

Thank you.

DH/TV/ac
Att. Engineering & Planning Department Reviews
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2022\SWW-2022-04_(281_Casey_Rd)_2022\SWW_2022-04_Req. for TB Agenda.doc
cc: Daniel J. Ulatowski, Assistant Planning Director
Stanley Sliwa, Town Attorney
Building Department
Chris Schregel, Engineering Department

Attachment: SWW-2022-04 TB memo (RES-2023-193 : SWW-2022-04, 281 Casey Road)

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 Direct

MEMORANDUM **January 9, 2023**

TO: Daniel C. Howard, AICP, Planning Director

FROM: Planning Department, Thomas J. Voigt, Assistant Planner T.V.

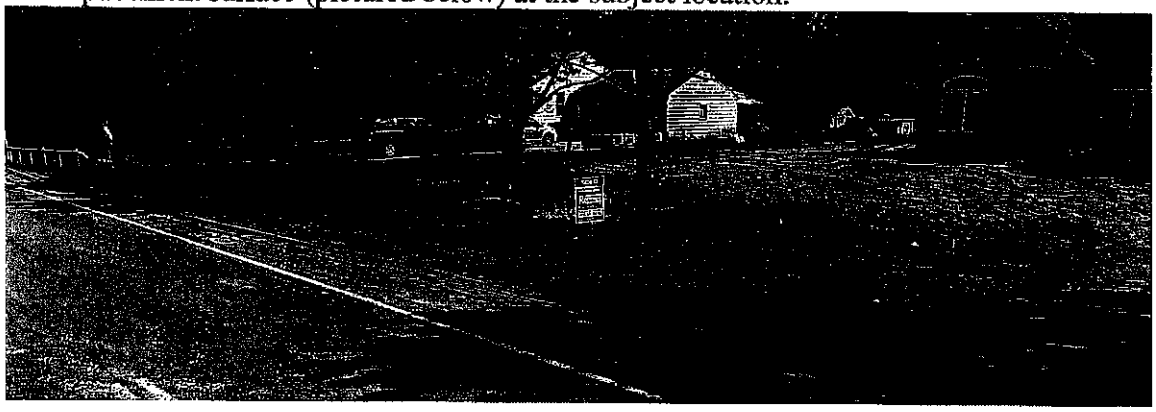
SUBJECT: Sidewalk Waiver Request, SWW-2022-04; property located at 281 Casey Road (SBL # 42.10-5-3) David & Susan Sawran, Petitioner.

The subject property is located on the south side of Casey Road approximately 800 feet west of the intersection of Casey & Youngs Roads. Casey Road is an Erie County owned highway classified as a collector roadway in Figure 9 of the Bicentennial Comprehensive Plan.

The petitioner is requesting that the portion of sidewalk along the parcel frontage along Casey Road be waived, as the petitioner claims that the existing sidewalks and bike facilities on the north side of Casey Road are sufficient in providing a safe method of travel for both bikes and pedestrians. The petitioner also claims that there are only 3 houses on the south side of Casey Road in the vicinity that have sidewalks and therefore constructing a sidewalk at the subject property would not connect to any others.

Sidewalks do not currently exist on the south side of Casey Road in the immediate surrounding area of 281 Casey Road, but do exist on the north side of Casey Road from Pinelake Drive to Paradise Road. The closest sidewalk on the south side of Casey Road is located approximately 300± feet east at 6 Emerald Trail.

Based upon the property survey submitted and the field inspection by Planning Department staff, there is an existing hydrant that would hinder installation of sidewalks in a logical and safe location in relation to the pavement surface (pictured below) at the subject location.



It is the staff's recommendation that the sidewalk waiver be granted with the stipulation that sidewalks be installed at the owner's expense at such time they be deemed necessary by the Town Board.

SM/TV/ac
Att.
X:\Current_Planning\Files\Sidewalk Waivers\SWW 2022\SWW-2022-04_(281_Casey_Rd)_2022\SWW-2022-04_Pln_Review_01062023.doc

Attachment: SWW-2022-04 Planning review (RES-2023-193 : SWW-2022-04, 281 Casey Road)

RECEIVED
DEC 08 2022
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST

TRAFFIC SAFETY BOARD

MUNICIPAL BUILDING – 5583 MAIN STREET, WILLIAMSVILLE, NEW YORK 14221
TRAFFIC SAFETY COORDINATOR - TELEPHONE 631-7154 - FAX 631-7222

MICHAEL SZUKALA
Councilmember & Liaison Officer

ERIC FRAAS
Chairman

GREG DIONNE
Vice Chairman

CHRISTOPHER P. SCHREGEL
Traffic Safety Coordinator

MEMBERS
DANIEL J. RIDER, P.E.
MICHELLE NAGEL
KENNETH A. SMITH
J. MICHNIEWICZ, P.E., P.T.O.E.
MARK STORCH
MAXWELL KAHN
KEVIN CANTWELL
KRISTIN GOSS

DEPT. LIAISONS

THOMAS VOIGHT
Planning

CAPT. KEVIN BROWN
Police

WILLIAM PRENEVAU
Building

AL SPOTH
Highway

Memorandum

December 7, 2022

TO: Daniel C. Howard AICP – Planning Director

FROM: Christopher P. Schregel – Project Manager & Traffic Safety Coordinator*

SUBJECT: Sidewalk Waiver Request – SWW-2022-04
Petitioner: David & Suzanne Sawran

LOCATION: 281 Casey Road

X SIDEWALK WAIVER IS

X GRANTED

Reason: Agree with the petitioner's reason for request. Sidewalks w installed on the north side of Casey in this portion of highway as the are challenges installing sidewalk on the south side where the subjec property is located (e.g. hydrants, trees, utility poles).

** This review represents the comments of both the Engineering Department and the Traffic Safety Coordinator*

CPS/ch
Cc: Mark S. Berke, Commissioner of Buildings
Francina J. Spoth, Town Clerk



Attachment: SWW-2022-04 Engineering review (RES-2023-193 : SWW-2022-04, 281 Casey Road)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27058 **RESOLUTION 2023-194** **ADOPTED**

Travel Request for FLBOA Educational Conference

Please approve the attendance of Jeffrey Klein to the Finger Lakes Building Officials Educational Conference from March 13-15, 2023. The cost is $390.00. Attached is the travel request. Thank you.

2/13/2023
Consent

FINANCIAL IMPACT:

No financial Impact, Paid for with Community Development Block Grant funds.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 12/22/2021

NAME	Employee #	Department	Phone Number
Jeffrey Klein		Planning	631-7050

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/13/23	3/15/23	Finger Lakes	Educational Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.585			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$ 390.00		$ 390.00
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL			

Request Approved By:

Department Head Signature

Date 1/20/23

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: travel request_2.13.23 (RES-2023-194 : Travel Request for FLBOA)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27089 **RESOLUTION 2023-195** **ADOPTED**

LexisNexis Coplogic Solutions, Inc. Law Enforcement Agreement for Department Crash/Accident Reports (CRS #3804)

TOWN BOARD AGENDA ITEM: FEBRUARY 13, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **LexisNexis Coplogic Solutions, Inc.**
Law Enforcement Agreement for Department Crash/Accident Reports (CRS #3804)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Agreement between the Town of Amherst and LexisNexis Coplogic Solutions, Inc., with regard to the above-entitled matter. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 13, 2023)**

2/13/2023
Consent

FINANCIAL IMPACT:

None, no cost or revenue to the Town.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

LexisNexis® | Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("**Agreement**") is dated _____, 20_____ ("**Effective Date**") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**Provider**"), and Amherst Police Department, with its principal place of operations at 500 John James Audubon Parkway, Buffalo, New York 14228 ("**Agency**"). Provider and Agency may be referred to herein individually as a "**Party**" and collectively referred to as "**Parties**".

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "**Services**") as described in an applicable order to this Agreement ("**Order**"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "**Report**"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

(a) Agency shall not access or use Services from outside the United States without Provider's prior written approval; and

(b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and

(c) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and

(d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and

(e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and

(f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and

(g) Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and

(h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement.

2.3. Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

(a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

(b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider ; or

(c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

(d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

8.1. Definition. "**Confidential Information**" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.

8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "**Indemnified Parties**") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the Indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "**Indemnifying Parties**"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars ($100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

16.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6. Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9. Governing Law. The Agreement will be governed by and construed under the laws of the State of New York excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Amherst Police Department**

Signature: _____

Name: _____

Title: _____

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Name: William S. Madison

Title: Executive Vice President

Date: 2.2.2023

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:

   (a) provide immediate written notice to:

      (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
      (ii) via email to (security.investigations@lexisnexis.com); or
      (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and

   (b) promptly investigate the situation; and
   (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
   (d) if required by law, or in Provider' discretion, Agency shall:

      (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
      (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and

   (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
   (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

   In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

LexisNexis® | Coplogic™ Solutions

Order No. 1
eCommerce Services

This Order No. 1 ("**Order**") is entered into this _____ day of _____, 20__ ("**Order Effective Date**") between Amherst Police Department ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20__ ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports.
   3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
   3.3. Provide Report distribution services as set forth in Section 5 of the Agreement.
   3.4. Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.
   3.5. Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
   3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

STANDARD

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

3.7. Other Services: _____

4. TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. FEES. Pursuant to Section 4 of the Agreement, the Agency Fee is ZeroDollars 00/100 ($0.00). There shall be no fee to Agency for the Services.

5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Amherst Police Department**

Signature: _____

Name: _____

Title: _____

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Name: William S. Madison

Title: Executive Vice President

Date: 2·2·2023

Attachment: LexisNexisSignedAgreement2.2023 (RES-2023-195 : LexisNexis Law Enforcement Agreement (CRS#3804))

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27090 **RESOLUTION 2023-196** **ADOPTED**

Travel & Training Request NYTOA Tactical Conference & Trade Show

TOWN BOARD AGENDA ITEM : FEBRUARY 13, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Travel & Training Request**
NYTOA Tactical Conference & Trade Show

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled training course. This seminar is being held in Verona, New York from April 25, 2023 through April 28, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $3965.46.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 13, 2023)**

2/13/2023
Consent

FINANCIAL IMPACT:

A 3121 .4050: $115.00

A 3121 .4120: $3,489.96

*Contingency amount is not included in this breakdown

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

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
4/25/2023	4/28/2023	Verona, NY	NYTOA Tactical Conference & Trade Show

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545	$100 gas for patrol car	A3121.4050	
Tolls	$15	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
6 # nights @ $ 185	$1110	A3121.4120	
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
16 # Breakfasts @ $13	$208	A3121.4120	
12 # Lunches @ $15	$180	"	
12 # Dinners @ $ 26	$312	"	
16 # Incidentals @ $ 5	$80	"	
Registration/Conference Fee	$1599.96	"	
Other			
Subtotal	$3604.96		
Contingency - 10% of subtotal or $200	$360.50		
TOTAL	$3965.46		
			N/A
			N/A

Request Approved By:

Department Head Signature

1/27/2023

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

ms\Travel Expense Reimbursement Form 4.7.17

Attachment: RedactedTravelFormNYTOA TacticalConference 2.13.2023 (RES-2023-196 : Training & Travel Request)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27091 **RESOLUTION 2023-197** **ADOPTED**

Travel & Training Request Tactical Leadership Conference

TOWN BOARD AGENDA ITEM : FEBRUARY 13, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Travel & Training Request**
Tactical Leadership Conference

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled training course. This seminar is being held in Saratoga Springs, New York from March 1, 2023 through March 3, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $167.26.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 13, 2023)**

2/13/2023
Consent

FINANCIAL IMPACT:

A 3121 .4050: $122.06

A 3121 .4120: $30.00

*Contingency amount is not included in this breakdown

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

REVISED 01/01/2018

☐ $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

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/1/2023	3/3/2023	Saratoga Springs, NY	Tactical Leadership Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545	$100 gas for patrol car	A3121 .4050	
Tolls	$22.06	"	
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 @ $			
6 # Incidentals @ $ 5	$30	A3121 .420	
Registration/Conference Fee			
Other			
Subtotal	$152.06		N/A
Contingency - 10% of subtotal or $200	$15.20		N/A
TOTAL	$167.26		

Request Approved By:

Department Head Signature

Date 1/27/2023

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area For Expense Reimbursement

orms\Travel Expense Reimbursement Form 4.7.17

Attachment: RedactedTravelFormTacticalLeadershipConf 2.132023 (RES-2023-197 : Training & Travel Request)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 27092 **RESOLUTION 2023-198** **ADOPTED**

Travel & Training Request National Police Bloodhound Association Seminar & Certification

TOWN BOARD AGENDA ITEM : FEBRUARY 13, 2023

TO: **Town Board**

FROM: **Scott P. Chamberlin, Chief of Police**

RE: **Travel & Training Request**
National Police Bloodhound Association Seminar & Certification

Kindly adopt a Resolution authorizing one (1) K-9 Officer to attend the above entitled training course. This seminar is being held in McHenry, MD from April 21, 2023 through April 28, 2023. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $2270.33.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: February 13, 2023)**

2/13/2023
Consent

FINANCIAL IMPACT:

T 2917: $2,063.94

*Contingency amount is not included in this breakdown

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required — *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/21/2023	4/28/2023	McHenry, MD	National Police Bloodhound Association Seminar and Certification

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545	$350 gas for patrol car	T2917	
Tolls	$5.94	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
7 # nights @ $	$903	"	
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
1 # Breakfasts @ $ 13	$13	"	
8 # Lunches @ $ 15	$120	"	
7 # Dinners @ $ 26	$182	"	
8 # Incidentals @ $ 5	$40	"	
Registration/Conference Fee	$450	"	
Other			
Subtotal	$2063.94		N/A
Contingency - 10% of subtotal or $200	$206.39		N/A
TOTAL	$2270.33		

Request Approved By:

Department Head Signature

1/27/2023

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area For Expense Reimbursement

orms\Travel Expense Reimbursement Form 4.7.17

Attachment: RedactedTravelFormNatlPoliceBloodhoundAssoc2.13.2023 (RES-2023-198 : Training & Travel Request)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 27043 **RESOLUTION 2023-199** **ADOPTED**

Class Instructor Richard A. Falkowski CRS 3793

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor Commitment Form between the Town of Amherst (Senior Services) and Richard A. Falkowski.

2/13/2023
Consent

FINANCIAL IMPACT:

A6772-4090

$25 per Hour

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Richard A. Falkowski
(Payment/Check payable to same)

Address: 350 North Forest Road

Williamsville, NY 14221

Class/Activity: History Instructor

This is a -5- **year contract.**

Start Date: February 15, 2023 **Date executed below by the Town Supervisor**

End Date: February 14, 2028

Rate per hr.: $25

Richard A. Falkowski, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Instructor/Leader Signature — Date: 12/20/22

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name _____ CRS#_____ Vendor Name _____

Attachment: Falkowski-01092023121643-0001 (RES-2023-199 : Class Instructor Richard A. Falkowski CRS 3793)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27138 **RESOLUTION 2023-200** **ADOPTED**

2023-2028 CIP Amendment - Project E-5 Boulevard Central District Sanitary Sewer Improvements Westside Interceptor Diversion Facility

The Boulevard Central District Sanitary Sewer Improvements such as the Westside Interceptor Diversion Facility has been allocated funds in the amount of $1,000,000 within the 2023 Capital Improvement Program. In 2022, $1,000,000 of American Rescue Plan Act Funds were also allocated to the project. In order to accurately depict the funding available to successfully complete the design scope of the project a revision to the 2023 CIP is requested. This change is reflected below:

Project ID#	Project Title	Approved 2023 CIP Amount	Amended 2023 CIP Amount	Funding Source
E-5	Boulevard Central District Sanitary Sewer Improvements	$1,000,000	$1,000,000 $1,000,000	LG F/S
	TOTAL	**$1,000,000**	**$2,000,000**	

Please approve this amendment to the 2023 - 2028 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.

2/13/2023
Consent

FINANCIAL IMPACT:

N/A

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27136 A **RESOLUTION 2023-201** **ADOPTED**

Award of Bid - Sattler/Dellwood Park Stormwater Improvements Porous Pavement Parking Lot Louis Del Prince & Sons, Inc.

On June 23, 2022, three (3) bids were received for the above referenced project. The bid tabulation sheet is attached. At this time, we recommend award of the contract to Louis Del Prince & Sons Inc., 580 Cayuga Road, Cheektowaga, NY 14225, per their low base bid for a total contract amount of $ **169,300.00**.

The funds for this project are available from Bond Account KP 1935-4972

May we have your approval to award Louis Del Prince & Sons Inc., the above referenced contract?

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

KP1935-4972; $169,300.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Sattler/Dellwood Park Stormwater Improvements Porous Pavement Parking Lot

TOA Job # 2019.025A

Open Date: 06/23/22

	Contractor	**Bid Bond Present?**	**Total Base Bid (Items #1.1-1.5)**
1	Louis Del Prince & Sons, Inc.	Yes	$169,300.00
2	Occhino Corp	Yes	$233,995.00
3	Scott Lawn Yard, Inc.	Yes	$284,390.00

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27137 A **RESOLUTION 2023-202** **ADOPTED**

Sattler/Dellwood Park Stormwater Improvements - Change Order No. 2 & Final 4th Generation Construction Inc. CRS No. 3849

We are requesting the Town Board to approve the above referenced Change Order, which calls for a $23,365.97 increase in the contract price. This Change Order will cover the costs of final quantity adjustments and conflicts encountered with underground utilities. Including this adjustment, the cost of this contract will total $1,046,770.41.

The funds for the change order are available from the following Bond Accounts:

KP1935-4972 -$7,759.49
KP1946-4972 $31,125.44

This request is pending successful completion of the contract review process. Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

KP1935-4972; -$7,759.49

KP1946-4972; $31,125.44

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Attachment: Sattler Dellwood Change Order Form (RES-2023-202 : Sattler/Dellwood Park Stormwater Improvements - Change Order No. 2 &

Change Order

PROJECT: *(Name, address and Project File No.)*

Sattler/Dellwood Park Stormwater Improvements
Job Nos. 2019.035

CHANGE ORDER NUMBER: 2 and Final

DATE: January 30, 2023

TO CONTRACTOR: *(Name and address)*

4th Generation Construction Inc
5650 Simmons Ave
Niagara Falls, NY 14304

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

Additional cost associated with final quantity adjustments and conflicts encountered with underground utilities, KP1935-4972 to be reduced by $7,759.49 and KP1946-4972 to be increased by $31,125.44 for a net change order of $23,365.97.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 992,396.00
The net change by previously authorized Change Orders	$ 31,008.44
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 1,023,404.44
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 23,365.97
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 1,046,770.41
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( ) days	
The date of Substantial Completion as of the date of this Change Order therefore is	

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
DiDonato Associates Engineering	4th Generation Construction Inc	Town of Amherst
689 Main St, Buffalo NY 14203	5650 Simmons Ave, Niagara Falls	5583 Main St, Wmsvl, NY 14221
ADDRESS	ADDRESS	ADDRESS
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
PRADEEP SIMLOTE	Kristine Yarussi	
(*Typed name*)	(*Typed name*)	(*Typed name*)
2/3/2023	2/1/2023	
DATE	DATE	DATE

Change Order #3

time lost due to water service conflicts not depicted on plan sheets on Dellwood Rd
house water services were in direct conflict with proposed storm pipe and had to be re-routed

REGULAR WAGES	Hours	Rate		Cost
Laborer	2	$31.61		$63.22
Laborer	2	$31.61		$63.22
Laborer		$31.61		$0.00
Operator	2	$40.78		$81.56
Operator	2	$40.78		$81.56
Laborer	4.5	$31.61		$142.25
Laborer	4.5	$31.61		$142.25
Laborer		$31.61		$0.00
Operator	4.5	$40.78		$183.51
Operator	4.5	$40.78		$183.51
Laborer	2	$31.61		$63.22
Laborer	2	$31.61		$63.22
Laborer	2	$31.61		$63.22
Operator	2	$40.78		$81.56
Operator	2	$40.78		$81.56
Laborer	2	$31.61		$63.22
Laborer	2	$31.61		$63.22
Laborer	2	$31.61		$63.22
Operator	2	$40.78		$81.56
Operator		$40.78		$0.00
Laborer	6	$31.61		$189.66
Laborer	6	$31.61		$189.66
Laborer	6	$31.61		$189.66
Operator	6	$40.78		$244.68
Operator		$40.78		$0.00
Laborer	3	$31.61		$94.83
Laborer	3	$31.61		$94.83
Laborer	3	$31.61		$94.83
Operator	3	$40.78		$122.34
Operator	3	$40.78		$122.34
Laborer	1.5	$31.61		$47.42
Laborer	1.5	$31.61		$47.42
Laborer	1.5	$31.61		$47.42
Operator	1.5	$40.78		$61.17
Operator	1.5	$40.78		$61.17
Laborer	1.5	$31.61		$47.42
Laborer	1.5	$31.61		$47.42
Laborer	1.5	$31.61		$47.42
Operator	1.5	$40.78		$61.17
Operator	1.5	$40.78		$61.17
			Regular Subtotal	**$3,437.11**
PREMIUM WAGES				
				$0.00
			Premium Subtotal	**$0.00**
FRINGE BENEFITS				

Attachment: Sattler Dellwood Change Order Form (RES-2023-202 : Sattler/Dellwood Park Stormwater Improvements - Change Order No. 2 &

Laborer Foreman	0	$27.65			$0.00
Laborer	61	$27.65			$1,686.65
Operating Engineer	37	$33.44			$1,237.28
				Fringe Subtotal	**$2,923.93**
TAXES AND INSURANCES (gross wage)			$3,437.11		
F.I.C.A.	7.65%				
NYS & FED UNEMPL	10.50%				
Workers Comp	9.66%				
	27.81%			**Taxes Subtotal**	**$955.86**
PL & PD Insurances	12.29%			**PL & PD Subtotal**	**$422.42**
MATERIAL					
3/4" union (2 per service)	28	EA	$ 32.00	/EA	$896.00
3/4" copper pipe (10' per service	140	LF	$ 8.00	/LF	$1,120.00
				Material Subtotal	**$2,016.00**
EQUIPMENT					
Cat 321 excavator					
Hourly Rate		$120.00	22.5	Hours	$2,700.00
Operating Cost		$20.00	22.5	Hours	$450.00
Cat 938 Loader					
Hourly Rate		$85.00	14.5	Hours	$1,232.50
Operating Cost		$15.00	14.5	Hours	$217.50
Utility Truck					
Hourly Rate		$20.00	0	Hours	$0.00
Operating Cost		$5.00	0	Hours	$0.00
				Equipment Subtotal	**$4,600.00**
SUBCONTRACTORS					
Hourly Trucking	6	HRS	$95.00	/HR	$570.00
Hourly Trucking	13.5	HRS	$95.00	/HR	$1,282.50
Hourly Trucking	8	HRS	$95.00	/HR	$760.00
Hourly Trucking	6	HRS	$95.00	/HR	$570.00
Hourly Trucking	18	HRS	$95.00	/HR	$1,710.00
Hourly Trucking	12	HRS	$95.00	/HR	$1,140.00
Hourly Trucking	4.5	HRS	$95.00	/HR	$427.50
Hourly Trucking	4.5	HRS	$95.00	/HR	$427.50
				Subcontractor Subtotal	**$6,887.50**

OVERHEAD & PROFIT					
Regular Wages	$3,437.11				
Materials	$2,016.00				
Equipment	$4,600.00				
	Subtotal	$10,053.11	20%		$12,063.73
Subcontractors	$6,887.50				
Unused Materials	$0.00				
	Subtotal	$6,887.50	5%		$7,231.88
Premium Wage	$0.00				
Fringe Benefits	$2,923.93				
Taxes & Insurances	$955.86				
PL & PD Insurances	$422.42				
	Subtotal	$4,302.21	20%		$5,162.65
Prime Contractors OH&P	$24,458.26				
	Subtotal	$24,458.26	0%		$0.00
				TOTAL	**$24,458.26**
				QUANTITY	**1.00**
				UNIT COST	**$24,458.26**

Attachment: Sattler Dellwood Change Order Form (RES-2023-202 : Sattler/Dellwood Park Stormwater Improvements - Change Order No. 2 &

Change Order #4

DS 10 and DS 12 needed to be re-worked due to survey error on plans
rims for both structures were designed wrong....structures had to be re-worked to make fit

REGULAR WAGES	Hours	Rate		Cost
Laborer	2	$31.61		$63.22
Laborer	2	$31.61		$63.22
Laborer		$31.61		$0.00
Operator	2	$40.78		$81.56
Operator	2	$40.78		$81.56
Laborer	0.5	$31.61		$15.81
Laborer	0.5	$31.61		$15.81
Laborer	0.5	$31.61		$15.81
Operator	0.5	$40.78		$20.39
Operator	0.5	$40.78		$20.39
			Regular Subtotal	**$377.77**
PREMIUM WAGES				
				$0.00
			Premium Subtotal	**$0.00**
FRINGE BENEFITS				
Laborer Foreman	0	$27.65		$0.00
Laborer	5	$27.65		$138.25
Operating Engineer	5	$33.44		$167.20
			Fringe Subtotal	**$305.45**

TAXES AND INSURANCES (gross wage)		$377.77	
F.I.C.A.	7.65%		
NYS & FED UNEMPL	10.50%		
Workers Comp	9.66%		
	27.81%	**Taxes Subtotal**	**$105.06**
PL & PD Insurances	12.29%	**PL & PD Subtotal**	**$46.43**

MATERIAL			
		/EA	$0.00
		/LF	$0.00
		Material Subtotal	**$0.00**

EQUIPMENT					
Cat 321 excavator					
	Hourly Rate	$120.00	2.5	Hours	$300.00
	Operating Cost	$20.00	2.5	Hours	$50.00
Cat 938 Loader					
	Hourly Rate	$85.00	2.5	Hours	$212.50
	Operating Cost	$15.00	2.5	Hours	$37.50
Utility Truck					
	Hourly Rate	$20.00	2.5	Hours	$50.00
	Operating Cost	$5.00	2.5	Hours	$12.50
				Equipment Subtotal	**$662.50**

SUBCONTRACTORS					
Hourly Trucking	6	HRS	$95.00	/HR	$570.00
Hourly Trucking	2	HRS	$95.00	/HR	$190.00
				Subcontractor Subtotal	**$760.00**

OVERHEAD & PROFIT	
Regular Wages	$377.77

Attachment: Sattler Dellwood Change Order Form (RES-2023-202 : Sattler/Dellwood Park Stormwater Improvements - Change Order No. 2 &

Materials	$0.00				
Equipment	$662.50				
	Subtotal	$1,040.27	20%		$1,248.32
Subcontractors	$760.00				
Unused Materials	$0.00				
	Subtotal	$760.00	5%		$798.00
Premium Wage	$0.00				
Fringe Benefits	$305.45				
Taxes & Insurances	$105.06				
PL & PD Insurances	$46.43				
	Subtotal	$456.94	20%		$548.32
Prime Contractors OH&P	$2,594.65				
	Subtotal	$2,594.65	0%		$0.00
				TOTAL	**$2,594.65**
				QUANTITY	**1.00**
				UNIT COST	**$2,594.65**

Attachment: Sattler Dellwood Change Order Form (RES-2023-202 : Sattler/Dellwood Park Stormwater Improvements - Change Order No. 2 &

Change Order #6

connect (unnaccounted for) pipe at DS9
Unaccounted for pipe was bulkheaded in MH adjacent to DS 9 and connected to DS9 with 24" pipe

REGULAR WAGES	Hours	Rate			Cost
Laborer	4	$31.61			$126.44
Laborer	4	$31.61			$126.44
Laborer	4	$31.61			$126.44
Operator	4	$40.78			$163.12
				Regular Subtotal	**$542.44**
PREMIUM WAGES					
					$0.00
				Premium Subtotal	**$0.00**
FRINGE BENEFITS					
Laborer Foreman	0	$27.65			$0.00
Laborer	12	$27.65			$331.80
Operating Engineer	4	$33.44			$133.76
				Fringe Subtotal	**$465.56**

TAXES AND INSURANCES (gross wage)		$542.44	
F.I.C.A.	7.65%		
NYS & FED UNEMPL	10.50%		
Workers Comp	9.66%		
	27.81%	**Taxes Subtotal**	**$150.85**
PL & PD Insurances	12.29%	**PL & PD Subtotal**	**$66.67**

MATERIAL					
#1 stone	5	TON	$ 18.00	/TON	$90.00
24" hdpe pipe	10	LF	$ 15.00	/LF	$150.00
				Material Subtotal	**$240.00**

EQUIPMENT					
Cat 308 excavator					
Hourly Rate		$85.00	5.5	Hours	$467.50
Operating Cost		$15.00	5.5	Hours	$82.50
Utility Truck					
Hourly Rate		$20.00	5.5	Hours	$110.00
Operating Cost		$5.00	5.5	Hours	$27.50
				Equipment Subtotal	**$687.50**

SUBCONTRACTORS					
American Curb & Concrete	1	LS	$1,397.44	/LS	$1,397.44
				Subcontractor Subtotal	**$1,397.44**

OVERHEAD & PROFIT				
Regular Wages	$542.44			
Materials	$240.00			
Equipment	$687.50			
	Subtotal	$1,469.94	20%	$1,763.93
Subcontractors	$1,397.44			
Unused Materials	$0.00			
	Subtotal	$1,397.44	5%	$1,467.31
Premium Wage	$0.00			
Fringe Benefits	$465.56			
Taxes & Insurances	$150.85			
PL & PD Insurances	$66.67			
	Subtotal	$683.08	20%	$819.69
Prime Contractors OH&P	$4,050.94			
	Subtotal	$4,050.94	0%	$0.00
			TOTAL	**$4,050.94**
			QUANTITY	**1.00**
			UNIT COST	**$4,050.94**

Attachment: Sattler Dellwood Change Order Form (RES-2023-202 : Sattler/Dellwood Park Stormwater Improvements - Change Order No. 2 &

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27139 A **RESOLUTION 2023-203** **ADOPTED**

Payment Authorization - Shrier Martin Process Equipment, Inc. CRS #3450

The Engineering Department - Water Pollution Control Facility is requesting that the Town Board authorize payment to Shrier Martin Process Equipment, Invoice 50862. Although the WPCF routed and obtained Town Board approval for the anticipated parts required to complete this rebuild, it was determined that we missed one critical part, a bearing at the cost of $1,031.23 bringing the revised invoice total to $23,145.72. Shrier Martin is the "sole source" supplier of these parts as noted in CRS 3450.

Funding is available in KP2136-2150.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

KP2136-2150; $1,031.23

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST

VOUCHER

PO NO: 22210388

Date: 01/17/2023

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	$ 23,145.72
	TOTAL	$ 23,145.72

Supplier: 012563

SHRIER-MARTIN PROCESS EQUIPMENT, INC.
1260 ROCHESTER STREET
LIMA, NY 14485
CRS # 3450 RES-2022-636 TBA 6/27/22

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
1	PARTS PER QUOTE # 8550	$ 21,614.49	$ 21,614.49
1	FREIGHT/SHIPPING	$ 500.00	$ 500.00
1	QUOTE # 9113 MOYNO BEARING H-SIZE	$ 1,031.23	$ 1,031.23
		TOTAL	$ 23,145.72

Due Date: _____ **Invoices:** 50862 **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: CRS # 3450 RES-2022-6 Bids Received Y / N**

Date: _____ **TB Res. No: 2022-636** **Town Board Approval Y / N**

TB Res. Date: 6/27/22

Attachment: Shrier Martin Invoice & PO (RES-2023-203 : Payment Authorization - Shrier-Martin Process Equipment - CRS #3450)

SHRIER-MARTIN
PROCESS EQUIPMENT
1260 Rochester St.
Lima, NY 14485

Invoice

Date	Invoice #	REP
10/26/2022	50862	BRS

Bill To	Ship To
Town of Amherst WWTP 455 Tonawanda Creek Road Amherst, NY 14228	Town of Amherst WWTP 455 Tonawanda Creek Rd Amherst, NY 14228 Attn: PO# 22210388

RECEIVED JAN 17 2023

P.O. No.	Terms	Due Date	Ship	SMPE PO #
22210388	Net 30 days	11/25/2022	10/25/2022	36340 36912

Quantity	Item Code	Description	Price Each	Amount
1	4220044001	Moyno Pipe Plug .125-27NPT, 18-8SS	11.13	11.13
1	6060062060	Moyno Set Screw, .312-18x.375LG, 18-8SS	5.13	5.13
1	4250723001	Moyno Drive Shaft Assembly H-G1,CBNSTL	5,630.60	5,630.60
1	4230054000	Moyno Roller Bearing H-Size	982.36	982.36
1	4230053000	Moyno Bearing Spacer H-Size, CBNSTL	285.81	285.81
1	3201699000	Moyno Lock Plug .250 dia x .250, BRS	16.26	16.26
1	4240075000	Moyno Bearing Lock Nut H-Size, CBNSTL	349.99	349.99
1	4220016000	Moyno Grease Seal, 6.5x5.25x.625W, NIT	242.17	242.17
1	4094000402	Moyno Stator 2STG115,RR100-CBST-K	4,512.18	4,512.18
1	4240780015	Moyno Rotor 2H115, 316SS, DBLCHR	8,841.24	8,841.24
2	3403396024	Moyno Packing Set(6) HG1, PTFE, .62x3.750 SFT	368.81	737.62
1	4230054000	Moyno Roller Bearing H-Size	1,031.23	1,031.23
	Shipping & Handli...	Shipping & Handling	500.00	500.00
			Total	$23,145.72

Delivery:8-10 weeks after receipt of order.
Freight:FOB Origin, prepaid and added to

Phone #	E-mail A/R	Fax #
585-624-4490	kterzo@smpe.com	585-624-5373

Attachment: Shrier Martin Invoice & PO (RES-2023-203 : Payment Authorization - Shrier-Martin Process Equipment - CRS #3450)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27140 **RESOLUTION 2023-204** **ADOPTED**

MP2 Enterprise Edition Software Hexagon ALI CRS No. 3815

We are required to maintain a licensing agreement with the software vendor, Hexagon ALI, a division of Intergraph Corporation (formerly Infor US, Inc.), to supply on-line maintenance and technical support for the MP2 Enterprise Edition. MP2 Enterprise Edition is the main operating software used to control and monitor all assets and equipment for the Engineering Sewer Maintenance Department.

We are requesting your approval for a 1-year maintenance & support renewal for the MP2 Enterprise Edition software. The maintenance & support agreement annual cost is $3,592.05 and will cover the period from February 1, 2023 to January 31, 2024.

In addition, we are requesting Board approval for a partial waiver of the insurance requirements included in the Addendum to Contract form. The insurance waiver is requested due to the fact that this vendor will NOT come onto Town Property. Hexagon ALI will be supplying the software and all technical assistance from their offices which are located outside of the Town.

This request is pending the successful completion of the contract review procedure. Funds will be available for this agreement from account G9000 - 4090. Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

G9000-4090; $3,592.05

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Quote: 0000110903

Quote Summary Information

TOWN OF AMHERST

HEXAGON

Service Site	: US00161116
Site Contact	: JASON KOCH
Contact Phone	: 171663171547414
Email Address	: JKOCH@AMHERST.NY.US
Service Address	: 1100 N. FOREST RD.
City/State/Zip	: WILLIAMSVILLE NY 14221
Country	: US

Customer ID	: TOWN OF A/WILLI US00161116
Bill To Cust	: TOWN OF AMHERST
Bill To Address	: 1100 N. FOREST RD.
City/State/Zip	: WILLIAMSVILLE NY 14221
Country	: US
Policy Number	: DDCC550F0
PO Nbr	: RENEWAL QUOTE

Service Type	: **RENEWAL Q**
Period of Performance	: **02/01/2023 - 01/31/2024**
Billed on the	: 1 st Day of each period
Period is defined as	: Every 12 Months
Previous Cust Code	:
Previous Contract #	: 109906

Total Contract Value : $ 3,592.05

** Totals are exclusive of sales tax. This is NOT AN INVOICE.*

Offered By Hexagon ALI

By : _____

Name : GRANT MENDOZA

Email : grant.mendoza@hexagon.com

Address : 305 Intergraph Way
Madison, AL 35758
256-730-3344

Issue Date : 01/26/2023

Quotes are valid for 90 days from original date of issue. Quote acceptance after 90 days is at the discretion of Hexagon ALI, a division of Intergraph Corporation.

Quote: 0000110903

Accepted By COMPANY : _____

By : _____

Name/Title : _____

POC/Phone : _____

POC Email : _____

Date : _____

Messages *All services provided hereunder are subject to ALI's Maintenance Service Contract Terms & Conditions (T's & C's) for software (DDCC550F0) unless other specific Terms & Conditions apply and are referenced in the Policy Number field. Copies of the applicable T's & C's may be obtained online at T's & C's. * Totals are exclusive of sales tax - This is NOT AN INVOICE. For coverage code explanations, refer to the last page.*

Hexagon ALI

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

Quote: 0000110903 Service/Site Nbr: US00161116 Customer ID: TOWN OF A/WILLI

HEXAGON

Summary Of Service Quote 0000110903

Item Number	Description	QTY	Mthly Price (ea.)	Total Value	Start Date	End Date
EAM00121	HxGN EAM MP2 Enterprise CU	7	$ 21.36	$ 1,794.16	02/01/2023	01/31/2024
EAM00125	Hxgn EAM MP2 Weblink and Messenger NU	5	$ 5.00	$ 299.78	02/01/2023	01/31/2024
EAM00234	HxGN EAM MP2 Enterprise Server VR	1	$ 124.84	$ 1,498.11	02/01/2023	01/31/2024
Grand Total :				$ 3,592.05		

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

Quote: 0000110903 Service/Site Nbr: US00161116 Customer ID: TOWN OF A/WILLI

HEXAGON

Service Quote Detail

LI	Sts	Item Number	Description	Serial Number	Start Date	End Date	Coverage	QTY	Mthly Price	Ext. Price	Cancel Flag
200		EAM00121	HxGN EAM MP2 Enterprise CU	109906-B	02/01/2023	01/31/2024	PREM	7	$ 21.36	$ 1,794.16	
300		EAM00234	HxGN EAM MP2 Enterprise Server VR	109906-C	02/01/2023	01/31/2024	PREM	1	$ 124.84	$ 1,498.11	
400		EAM00125	Hxgn EAM MP2 Weblink and Messenger NU	109906-D	02/01/2023	01/31/2024	PREM	5	$ 5.00	$ 299.78	

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

HEXAGON

Quote Line Notes:

Coverage Code Definitions:

PREM: Premium Service. A monthly maintenance charge. Includes telephone support, bulletin board support and upgrades when made available by Hexagon ALI or a Third Party Software Vendor.

ADDENDUM
ONE-YEAR SUPPORT COMMITMENT

This Addendum, effective as of Feb 1, 2023 ("the Addendum"), amends the terms of the Maintenance Service Contract Terms And Conditions for Software (DDCC550F0) currently in effect between **Town of Amherst** ("Licensee") and **Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division** (Hexagon ALI) with an effective date of February 1, 2023 (the "Agreement"). In case of any conflict between the Agreement, and this Addendum, the terms and conditions of this Addendum shall control. Except as otherwise modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

The parties agree as follows:

1. Licensee hereby agrees to a non-cancelable commitment to a one-year Support period for the Component Systems listed on Exhibit 1.

2. In consideration of Licensee's non-cancelable one-year Support commitment, the annual support fee for the Component Systems and users specified on the attached Exhibit 1 is hereby modified as set forth below:

Maintenance Renewal Period	Annual Support Fees	Type of Support
February 1, 2023 – January 31, 2024	$ 3,592.05	XT

TOTAL ANNUAL SUPPORT FEES: $ **3,592.05** USD

The Annual Support Fee is an annual fee to be paid on a yearly basis. Payment of the Annual Support Fee set forth above is due upon receipt of Invoice from Hexagon ALI. Annual Support Fees for all other periods are due and payable per the terms of the Agreement. At the end of the maintenance renewal period set forth above, the annual maintenance fee shall be subject to successive increases on an annual basis, not to exceed the Annual Escalation Cap, which is 6% or the then-current Consumer Price Index, whichever is greater.

3. The Annual Support Fees set forth above shall apply only to the items set forth on the attached Exhibit 1. If Licensee licenses additional Software and/or users during the maintenance renewal periods specified above, the annual support fee will increase accordingly.

4. The parties agree the fees specified above are offered by Hexagon ALI solely in reliance upon Licensee's commitment to renew annual maintenance services through the last maintenance renewal period specified above. The one-year maintenance renewal period specified herein is a binding term, and support services may not be canceled during this time. If Licensee fails to pay Hexagon ALI any portion of the Total Annual Support Fees when due for any reason whatsoever, then, in addition to other remedies Hexagon ALI may exercise, Hexagon ALI will be entitled to revoke the Annual Support Fees and Licensee shall be immediately invoiced for, and shall be obligated to pay to Hexagon ALI the standard Support Fee as liquidated damages and not as a penalty, less any amounts previously paid by Licensee under this Addendum. The parties agree this amount is a fair and reasonable estimation of Hexagon ALI's damages in the event Licensee breaches its obligation to maintain Support through the one-year commitment period.

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

5. Licensee warrants, represents and agrees that the prices, terms, and conditions contained in this Addendum shall not be disclosed by Licensee to any third party and are to be maintained as Hexagon ALI's "Confidential Information" pursuant to the terms of the Agreement.

Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division	Licensee: **Town of Amherst**
By Smita Agarwal	By _____
Name Printed: Smita Agarwal	Name Printed _____
Title: Contracts Manager	Title _____
Date January 26, 2023	Date _____

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

Exhibit 1 to the Addendum

List of Component Systems Subject to Addendum:

Description	Quantity	User Restrictions
MP2 Enterprise	1	SV
MP2 Enterprise Users	7	CU
MP2 Weblink and Messenger	5	NU

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

Addendum to Hexagon Maintenance Service Contract Terms And Conditions for Software (DDCC550F0)

Notwithstanding any other provision in the Hexagon Maintenance Service Contract Terms and Conditions for Software (DDCC550F0) ("Support Agreement") between **Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division (**Hexagon ALI) and Town of Amherst ("Licensee") with an Effective Date of February 1, 2023, the following clauses shall be controlling. All other terms and conditions contained within the Support Agreement remain in full force and effect. Should any other provision conflict with the clauses in this Article the provisions in this Article are to be enforceable and the conflicting provision shall be considered null and void.

No rules, requirements or customs of any society or association of professional consultants or any similar association shall affect this Addendum in any way whatsoever or be binding upon Licensee.

No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, Hexagon ALI is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Support Agreement, or of its right, title or interest in this Addendum, or its power to execute this Addendum, to any other person or corporation without the previous consent in writing of the Licensee. Except that Hexagon ALI may assign its rights and obligations under this Support Agreement without the approval of Licensee to an entity which acquires all or substantially all of the assets of Intergraph Corporation or its Asset Lifecycle Intelligence division, or to any subsidiary, affiliate or successor in a merger or acquisition of Intergraph Corporation or its Asset Lifecycle Intelligence division.

Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Addendum 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 Addendum shall be physically amended forthwith to make such insertion. In particular, Hexagon ALI 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.

Hexagon ALI, in accordance with its status as an independent consultant, covenants

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

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 Licensee by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Licensee, 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 Addendum 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 Addendum or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

This Addendum shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Addendum will be held in Erie County, New York.

Authority for execution on behalf of Licensee: The Supervisor has executed this Addendum pursuant to a Resolution adopted by the Town Board of the Licensee, 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 Licensee. This instrument shall be executed in duplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Licensee.

Agreed to and Accepted by:	Agreed to and Accepted by:
Intergraph Corporation, Hexagon's Asset Lifecycle Intelligence division (Hexagon ALI)	Town of Amherst
By: Smita Agarwal	By: _____
Signature	Brian J. Kulpa, Supervisor
Contracts Manager	_____
Printed name	Printed name
Date: January 26, 2023	Date: _____

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

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: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn To Before Me This

_____ Day of _____, 20__

_____

Notary Public

Revised 4.2017

Attachment: MP2 Attachment (RES-2023-204 : MP2 Enterprise Edition Software)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27144 **RESOLUTION 2023-205** **ADOPTED**

WPCF Building No. 5 Blower Improvements - Change Order No. 2 No-Cost Time Extension CRS No. 3829

The Engineering Department is requesting Town Board approval for the above referenced Change Order, which calls for a no-cost time extension until December 31, 2022 for Quackenbush Co., Inc. for the above-referenced project. There are no ancillary costs associated with this request.

Pending successful completion of the contract approval procedure, may we have your approval to award Quackenbush Co., Inc. the above referenced Change Order? Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

n/a

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 2**

DATE: 1-24-23

WPCF: Building No. 5 Blower Improvements – General Contract

Project No. **2018.002H**

TO CONTRACTOR: *(Name and address)*

Quackenbush Co., Inc.
495 Kennedy Road
Buffalo, NY 14227

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives)

1. Requesting that the project substantial completion date of August 31, 2021 be extended to December 31, 2022.

All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 329,000.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 329,000.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (~~decreased~~) (unchanged) by this Change Order in the amount of	$ 0.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 329,000.00
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by	(487) days
The date of Substantial Completion as of the date of this Change Order therefore is	December 31, 2022

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive).

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
GHD Consulting Services Inc.	Quackenbush Co., Inc.	Town of Amherst
ADDRESS: 285 Delaware Ave, Suite 500 Buffalo, NY 14202	ADDRESS: 495 Kennedy Road Buffalo, NY 14227	ADDRESS: 5583 Main Street Williamsville, NY 14221
BY (*Signature*): John D. Story	BY (*Signature*):	BY (*Signature*):
(*Typed name*): JOHN STORY	(*Typed name*):	(*Typed name*): Brian J. Kulpa
DATE: 1/25/23	DATE:	DATE:

Attachment: Quakenbush Change Order (RES-2023-205 : WPCF Building No. 5 Blower Improvements - Change Order No. 2)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27145 **RESOLUTION 2023-206** **ADOPTED**

Flow Metering Contract Extension - TecSmith, Inc. CRS No. 3830

The Engineering Department is requesting the Town Board authorize the attached contract extension with TecSmith, Inc for flow meter monitoring, reporting, installs, rentals and repairs. This contract shall be valid from February 1, 2023 thru January 31, 2025.

Funding is available within the Engineering Department - Sewer Maintenance operating budget G9000-4090.

This request is pending successful completion of the contract review process.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

G9000-4090; TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

CONTRACT EXTENSION

TecSmith, Inc. agrees to hold prices and extend the current contract with the Town of Amherst for Flow Metering (Bid #2020036; CRS No. 2365)

This contract, which expired on 1/31/2023, is hereby being extended for a term of two-years from February 1, 2023 to January 31, 2025 following the same terms and conditions as the original contract.

Agreed to and Accepted by:

TecSmith, Inc.

By: _____
Signature

ETHAN SMITH
Printed name

PRESIDENT
Title

Date: 1-25-2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TecSmith Contract Extension (RES-2023-206 : Flow Metering Contract Extension - TecSmith, Inc.)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27146 **RESOLUTION 2023-207** **ADOPTED**

Travel Request - Backflow Testing Recertification

The Engineering Department is requesting approval to send one (1) employee to attend the Backflow Testing Recertification course at the Monroe Community College Applied Tech. Center in Rochester, NY in March 2023.

The total cost for the employee to attend is estimated to be $417.79 which includes registration, tolls and mileage reimbursement.

Funding for this request will be available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

$417.79; G9916-4040 and G9916-4850

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Revised 1.9.2023

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

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3/10/2023	3/10/2023	Monroe Community College Applied Tech. Center, Rochester, NY	Backflow Testing Recertification Course

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.655 est.150 miles	$98.25	G9916-4040	
Tolls	$6.56	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $	Included	G9916-4040	
# Lunches @ $	Included	G9916-4040	
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$275.00	G9916-4850	
Other			
Subtotal	$379.81 -		N/A
Contingency - 10% of subtotal or $200	$37.981 -		N/A
TOTAL	$417.79 -		

Request Approved By:

Department Head Signature

Date 1/25/23

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

X:\Forms\Travel Expense Reimbursement 1.9.2023

Attachment: Travel Request Info (RES-2023-207 : Travel Request - Backflow Testing Recertification)

Cross Connection Control Foundation

A Cross Connection Control Course for the Certification of Backflow Prevention Device Testers

Menu

School Info

We have now been given the OK from NYS Department of Health to resume our classes with all required personal protection practices in place.

2022 CCCF Courses for Backflow Testing Certification

When:

Initial Class	Recertification Class
December 5 – 8 Now Full	December 2 Now Full
2023	
March 6-9 Now Full	March 3
	March 10
May 15 – 18	
June 12 – 15	June 9
	June 16

Attachment: Travel Request Info (RES-2023-207 : Travel Request - Backflow Testing Recertification)

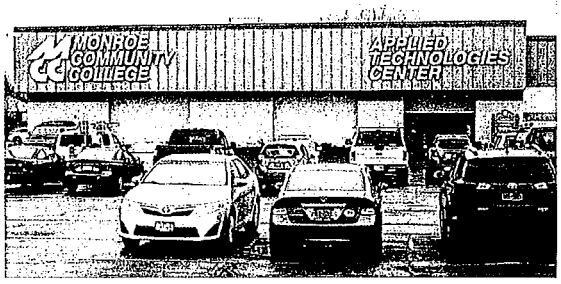
September 11 – 14	September 8
	September 15
October 16 – 19	October 13
	October 20
December 11 – 14	December 8
	December 15

Time:

Promptly at 8 am to 4:30 pm

Where:

MCC Applied Tech. Center



2485 West Henrietta Road, Rochester, NY 14623

Fee:

$750.00 per student for Initial course.

$275.00 per student for one day Recertification Course.

Fee includes all continental breakfast, lunch and beverage breaks for each day plus all necessary course materials.

Dress:

Casual, waterproof footwear

Attachment: Travel Request Info (RES-2023-207 : Travel Request - Backflow Testing Recertification)

Registration:

Registration must be submitted ONLINE through the "REGISTRATION FORM – SUBMIT ONLINE" page.

Payment Must Accompany the CCCF's Backflow School Application.

Since enrollment will be limited, prompt attention is recommended. **Applications with payment** will be accepted on a first-come, first-served basis. The sponsors reserve the right to cancel a course if sufficient preregistration is not achieved. In the event of cancellation by the sponsors, a full refund will be made or you may apply your payment toward a future program.

Note:

Picture ID is now required before entering all classes.

STUDENT CANCELLATION OR RESCHEDULING MUST BE MADE (5) BUSINESS DAYS PRIOR TO START OF BACKFLOW PREVENTION/TESTING CLASS OR ENTIRE FEE WILL BE FORFEITED.

CERTIFICATES WILL BE ISSUED 6 – 8 WEEKS AFTER COURSE COMPLETION.

Contact: Steve Poliszuk (585) 216- CCCF (2223)

CCCFNF@HOTMAIL.COM

Search ...

Upcoming Events

Recertification Class
March 3 @ 8:00 am - 4:30 pm

Initial Class
March 6 @ 8:00 am - March 9 @ 4:30 pm

Recertification Class
March 10 @ 8:00 am - 4:30 pm

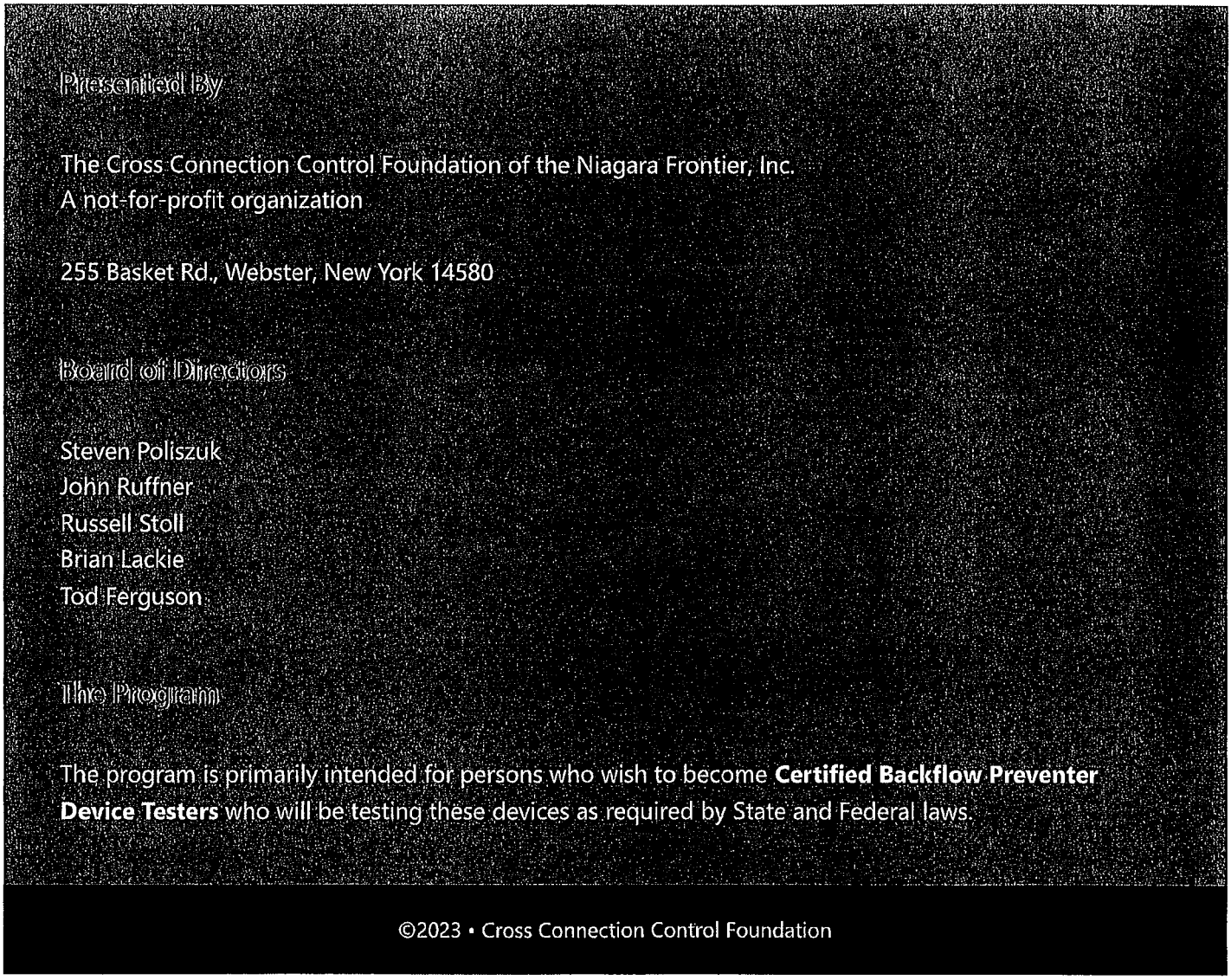
Recertification Class
June 9 @ 7:00 am - 3:30 pm

Initial Class
June 12 @ 7:00 am - June 15 @ 3:30 pm

Attachment: Travel Request Info (RES-2023-207 : Travel Request - Backflow Testing Recertification)

Recertification Class
June 16 @ 7:00 am - 3:30 pm

The Cross Connection Control Foundation of the Niagara Frontier, Inc.
255 Basket Rd.
Webster, New York 14580



Attachment: Travel Request Info (RES-2023-207 : Travel Request - Backflow Testing Recertification)

Thruway Authority

*TOX

Toll and Distance Calculator

Tolls from
Exit 49 - (I-90 - NYS Thruway) - Depew - Lockport - NY Route 78
to
Exit 46 - (I-90 - NYS Thruway) - Rochester - Corning - I-390

Additional E-ZPass discount plans are available for commuters, motorcycles, motorhomes And other vehicles.
The table below represents your anticipated tolls.

TOLLS FOR A CLASS 2L VEHICLE

TOLL LOCATIONS	NY E-ZPASS TOLLS *	NON-NY E-ZPASS TOLLS *	TOLLS BY MAIL
Exit 49 (I-90 - NYS Thruway) --> Exit 47 (I-90 - NYS Thruway)	$1.73	$1.99	$2.25
Exit 47 (I-90 - NYS Thruway) --> Exit 46 (I-90 - NYS Thruway)	$0.72	$0.83	$0.94
Total	**$2.45**	**$2.82**	**$3.19**
NY E-ZPASS CUSTOMERS WILL SAVE $0.74. DISCOUNT APPLIES TO E-ZPASSNY ACCOUNTS ONLY			

* **Tolls that post to E-ZPass accounts by license plate will be charged the Tolls by Mail rate.**

Approximate Distance: 54.8 miles

Calculate return tolls for Rochester - Corning - I-390 to Depew - Lockport - NY Route 78

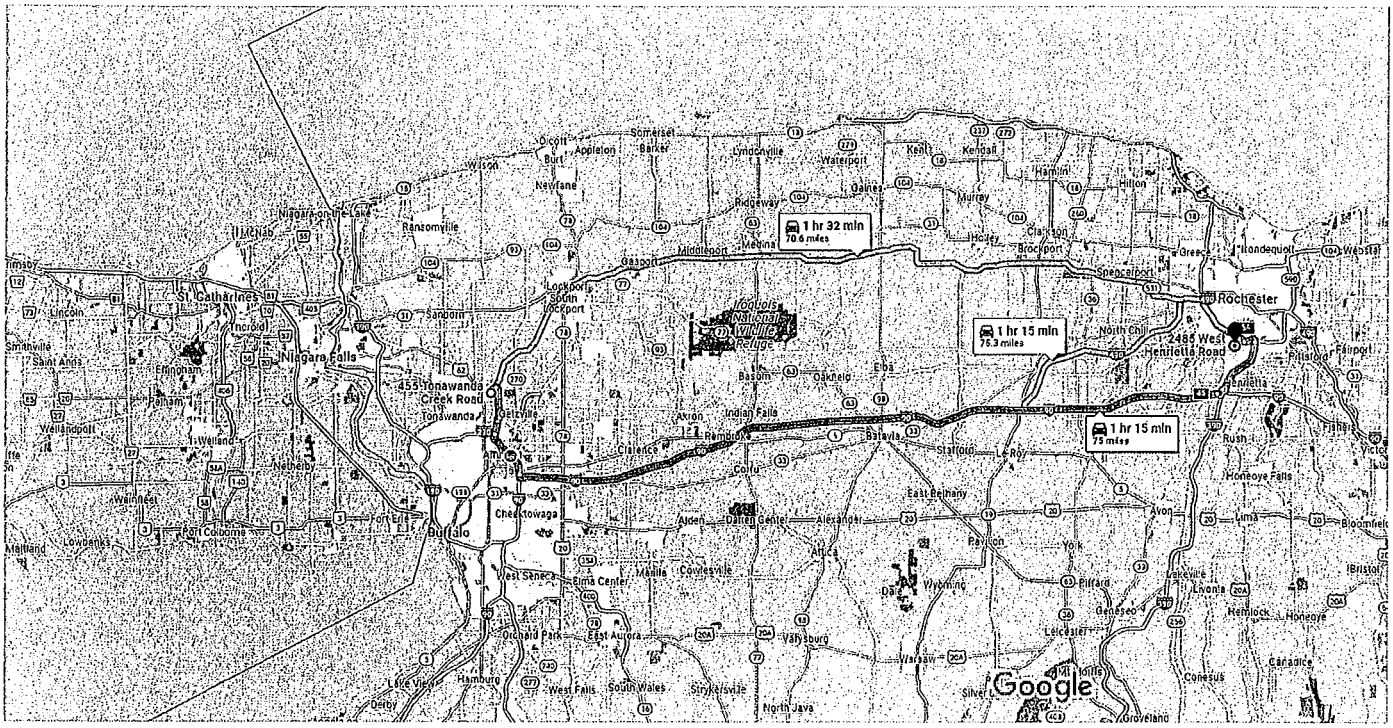
ALONG YOUR TRIP, YOU WILL PASS THE FOLLOWING SERVICE AREAS

SERVICE AREA	MILEPOST
Pembroke Service Area	Milepost 397
Scottsville Service Area	Milepost 366

Calculate Another Trip Back

Attachment: Travel Request Info (RES-2023-207 : Travel Request - Backflow Testing Recertification)

Google Maps 455 Tonawanda Creek Rd, Buffalo, NY 14228 to 2485 W Henrietta Rd, Rochester, NY 14623 Drive 75.0 miles, 1 hr 15 min



Map data ©2023 Google 5 mi

*TOX

⚠ This route has tolls.

⚠ This route has restricted usage or private roads.

455 Tonawanda Creek Rd
Buffalo, NY 14228

Get on I-990 S from Sweet Home Rd

9 min (3.7 mi)

1. Head east
   ⚠ Restricted usage road

0.2 mi

2. Turn left toward Tonawanda Creek Rd
   ⚠ Restricted usage road

0.1 mi

3. Turn right onto Tonawanda Creek Rd

0.4 mi

4. Turn right onto Sweet Home Rd

2.5 mi

5. Turn right to merge onto I-990 S

0.4 mi

Take I-90 E to NY-15 S/W Henrietta Rd in Brighton. Take exit 16A from I-390 N

1 hr 4 min (70.6 mi)

6. Merge onto I-990 S

1.1 mi

7. Use the left 2 lanes to merge onto I-290 E

4.1 mi

Attachment: Travel Request Info (RES-2023-207 : Travel Request - Backflow Testing Recertification)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27147 **RESOLUTION 2023-208** **ADOPTED**

Payment Authorization - Emergency Purchase of Sodium Hypochlorite Bison Laboratories, Inc. CRS 3847

The Engineering Department, WPCF division is requesting that the Town Board authorize the Comptroller's Office to pay Bison Laboratories, Inc. invoices 432028 and 432015, totaling $17,343.00. These purchases were necessary because Bison Laboratories, the awarded vendor for CRS-CMS 3351-3125, TOA Bid 2021037 Sodium Hypochlorite Solution, would not honor the contracted pricing due to significant price increases from their supplier. We are currently working with Contract Compliance and the Attorney's Office on how to resolve this issue.

This request is pending successful completion of the contract review process.

Funds for this request are available in G9916-4820 /4830.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

G9916-4820 & G9916-4830; $17,343.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Furthier, 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: AS SOON AS APPROVED.
2. Date you received approval from the Supervisor: 1/13/23 BK BJ
3. Date of Town Board work session where Board is notified: 2-13-2023
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): EST. @ $15,000.00 FOR (2) LOADS OF SODIUM HYPOCHLORITE
5. Is there adequate funding in your current operating budget to cover this purchase? YES
   Identify budget Org/Object: 69916 - 4830
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: CONTRACTED VENDOR WILL NO LONGER HONOR CONTRACTED PRICE. JEFF, LYNDA, & MARTY ARE AWARE OF SITUATION
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: THREE QUOTES WERE RECEIVED AND WE ARE ORDERING AT THE LOWEST COST
8. Department Head Signature: _____ Date: 1/13/23

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Attachment: Bison Lab Invoices (RES-2023-208 : Payment Authorization - Emergency Purchase of Sodium Hypochlorite)

AGREEMENT

Let this document stand as an Agreement between Bison Laboratories, Inc. and the Town of Amherst permitting the Town of Amherst to purchase Sodium Hypochlorite Solution, this cost including delivery, will be $1.80 per gallon. Both parties agree that with the exception of cost the reaming terms and conditions specified in the executed contract, TOA Bid 2021037 Sodium Hypochlorite shall remain the same. The term of this contract will be from date from October 28, 2021 through March 01, 2023.

Agreed to and Accepted by:

BISON LABORATORIES, INC.

By: _____
Signature

STEVEN MORBER
Printed name

PRESIDENT
Title

Date: 1·13·23

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Bison Lab Invoices (RES-2023-208 : Payment Authorization - Emergency Purchase of Sodium Hypochlorite)

Bison Laboratories, Inc.
100 Leslie St
Buffalo, NY 14211
Phone: 716-895-2707 Fax: 716-895-1408
Website: www.bisonlabs.com

INVOICE

Customer Copy

Number	432028
Date	01/18/23
Page	1

Bill To:		Ship To:	
AMHENG	AMHERST ENGINEERING WWTF #16 455 TONAWANDA CREEK ROAD AMHERST, NY 14228	DAVE	AMHERST WWTF 691-9771 X8015 455 TONAWANDA CREEK ROAD NEEDS SAMPLE AFTER 8 AM DEL.'S AMHERST, NY 14221

Reference #	Shipped	Slp	Terms	Tax Code	Doc #	Wh	Ship Via
A01204	01/16/23	000	NET 30 DAYS	NYERI	D02134	01	OUR TRUCK

Item	Description	Shipped	UM	Price	UM	Extension
4000	(SODIUM HYPOCHLORITE-BULK)	4697.00	GL	1.8000	GL	8454.60

RECEIVED JAN 3 0 2023

INVOICE

Merchandise	Misc	Tax	Freight	Total Due
8454.60	.00	.00	.00	8454.60

Attachment: Bison Lab Invoices (RES-2023-208 : Payment Authorization - Emergency Purchase of Sodium Hypochlorite)

Bison Laboratories, Inc.
100 Leslie St
Buffalo, NY 14211
Phone: 716-895-2707 Fax: 716-895-1408
Website: www.bisonlabs.com

INVOICE

Customer Copy

Number	432015
Date	01/19/23
Page	1

Bill To:	Ship To:
AMHENG	DAVE
AMHERST ENGINEERING WWTF #16 455 TONAWANDA CREEK ROAD AMHERST, NY 14228	AMHERST WWTF 691-9771 X8015 455 TONAWANDA CREEK ROAD NEEDS SAMPLE AFTER 8 AM DEL.'S AMHERST, NY 14221

Reference #	Shipped	Sls	Terms	Tax Code	Doc #	Wh	Ship Via
	01/19/23	000	NET 30 DAYS	NYERI	234315	01	OUR TRUCK

Item	Description	Shipped	UM	Price	UM	Extension
4000	(SODIUM HYPOCHLORITE-BULK)	4938.00	GL	1.8000	GL	8888.40

RECEIVED JAN 30 2023

INVOICE

Merchandise	Misc	Tax	Freight	Total Due
8888.40	.00	.00	.00	8888.40

Attachment: Bison Lab Invoices (RES-2023-208 : Payment Authorization - Emergency Purchase of Sodium Hypochlorite)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27156 **RESOLUTION 2023-209** **ADOPTED**

Graybar/Omnia Contract Extension CRS No. 3840

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Graybar Electric Company, Inc. The terms and conditions within Omnia Contract EV2370 Electrical Lighting, Data Communications, Security Products, Related Products, Services, and Solutions will remain the same. This extension will be effective from February 01, 2023 through January 31, 2025.

This request is pending successful completion of the contract review process.

Funding for this request is Town-wide and various and amounts to be determined.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

Town-wide and Various

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AGREEMENT

Let this document stand as an Agreement between Graybar Electric Company Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing Omnia Contract EV2370 with Graybar Electric Company Inc. This Omnia Contract EV2370 Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions has been extended for (2) years February 1, 2023 to January 31, 2025. Both parties agree that the terms and conditions specified in Omnia Contract EV2370 will remain unchanged. The term of this contract will be from date of Town Board approval through January 31, 2025.

During the term of this Agreement, Graybar Electric Company, Inc. agrees to invoice the Town of Amherst for all parts, material and labor at the rates specified in the Omnia Partners Contract EV2370 or at further discounted rates when such rates are part of a special being offered on certain parts or special service package offered to Applied Industrial Technologies customers, it further being agreed that the prices set forth in Applied Industrial Technologies invoices shall be the price charged and that no further attempts will be made to change or seek payment of as different price.

Agreed to and Accepted by:

Graybar Electric Company Inc.

By: _____
Signature

John Langley
Printed name

Outside Sales Rep
Title

Date: 1/30/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Graybar-Omnia Extension (RES-2023-209 : Graybar/Omnia Contract Extension)

DocuSign Envelope ID: 3309C17C-47CD-44F6-ABFB-06049860B019

KANSAS CITY MISSOURI

City of Kansas City, Missouri
PROCUREMENT SERVICES DIVISION
1st Floor, Room 102W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 / Fax: (816) 513-1066

DATE: May 12, 2022

TO: **Darrell Everette, CPSM, MBA**
Manager of Procurement Services

FROM: **Keely Golden, CPPB**
Procurement Manager DS KG

RE: **Contract EV2370-Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**

It is the intent of the City of Kansas City, MO to renew the above contract, EV2370, at the local and national levels. This contract with Graybar is administered by the City, along with OMNIA Partners. The anticipated renewal is for a period of two years commencing February 1, 2023 to January 31, 2025 per the executed contract and renewal schedule already approved by City Council.

x Approved
Denied

Keely Golden
DocuSigned by:
Keely Golden
DA1268F30A55473...
Procurement Manager

Approved
Denied

Darrell Everette
DocuSigned by:
Darrell Everette
DE6901B73450418...
Manager of Procurement Services

(REV. 02/16)

Attachment: Graybar-Omnia Extension (RES-2023-209 : Graybar/Omnia Contract Extension)

DocuSign Envelope ID: 3A8D7C48-36E9-4F63-AB55-C4CF2A976027

MODIFICATION OF CONTRACT

DS MW DS KG

1. Modification No.:1 Effective Date: 02-01-23	2. Contract EV2370 Effective Date: 02-01-18
3. Senior Procurement Officer: Mia Wilson Telephone Number: (816) 513-0778	5. Supplier – Name and Address GRAYBAR ELECTRIC COMPANY INC ATTN: JEFF PESKUSKI 11885 LACKLAND ROAD ST. LOUIS, MISSOURI 63146 630-640-4905
4. Issued By **CITY OF KANSAS CITY, MISSOURI** Procurement Services Division 1st Floor, Room 102 W, City Hall 414 East 12th Street Kansas City, Missouri 64106-2793	

6. **SPECIAL INSTRUCTIONS:** Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.

7. Description of Modification

ELECTRICAL,LIGHTING,DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS,SERVICES AND SOLUTIONS

Contract **EV2370** is renewed for two (2) years, February 1, 2023 to January 31, 2025 by exercising the options to renew, the authority for which is contained in Section 3 of the CONTRACT.

Taxpayer Clearance Letter. In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2370** remain unchanged.

8. City of Kansas City, Missouri

By: Darrell Everette, CPSM,MBA

DocuSigned by:
Darrell Everette
[illegible]
Manager of Procurement Services

This Day: 11/28/2022

(REV. 01/09)

Attachment: Graybar-Omnia Extension (RES-2023-209 : Graybar/Omnia Contract Extension)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27157 **RESOLUTION 2023-210** **ADOPTED**

GA Industries Valve Procurement R.M. Headlee Valves and Controls CRS No. 3836

The Engineering Department-Water Pollution Control Facility is currently seeking Town Board approval to authorize the Supervisor to sign a procurement agreement with R.M. Headlee Valves and Controls to supply (1) one valve and associated parts as stated on attached quote RMHQ31955 at the total cost of $2692.00 plus freight. R.M. Headlee is a Sole Source provider for GA Industries valves.

This request is pending successful completion of the contract review process.

Funds for this request are available in G9916-4923.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

G9916-4923; $2,692.00 plus freight

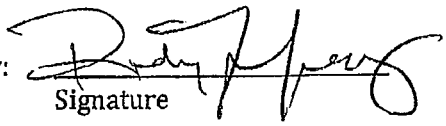
RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AGREEMENT

Let this document stand as an Agreement between R.M. HEADLEE Valves and Controls and the Town of Amherst permitting the Town of Amherst to purchase the "sole source" items listed on R.M. Headlee quote RMHQ-31955. The term of this contract will be from date of TB Approval by the Town of Amherst through March 31, 2023.

Agreed to and Accepted by:

R.M. HEADLEE Valves and Controls

By: 
Signature

Rudy Melisz
Printed name

Sales Engineer
Title

Date: 12/21/2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: RM Headlee Agreement (RES-2023-210 : GA Industries Valve Procurement)

R.M. HEADLEE
VALVES AND CONTROLS

R. M. Headlee Company, Inc.
3649 California Rd
Orchard Park New York 14127
www.rmheadlee.com

Quote

 # RMHQ-31955

Estimate Date :	14 Dec 2022
Valid Through :	13 Jan 2023
Sales person :	Rudy Melisz
Freight :	Not Included
Shipping Terms :	PP/Add
Delivery :	4-5 weeks ARO
Revision No :	0

For
Amherst, Town of WWTP
John Atkins
455 Tonawanda Creek Road
Amherst, NY 14228

#	Item & Description	Qty	Price	Amount
1	04.00-340W-G-12-1D (3-80-14000-055) 4" GA Industries Figure 340W Ludlow AWWA C508 Lever & Weight Swing Check Valve complete with 250 PSI rated ductile iron body, cover, disc, and disc arm, SST 316 body seat, Buna-N disc seat and seals, Teflon shaft packing, SST 303 keyed shaft, single lever arm with adjustable counterweight, SST 316 external fasteners, interior and exterior 2-part NSF 61 epoxy, 125 ANSI Flange, Limit Switch - 1 DPDT	1.00	2,434.00	2,434.00
2	LUD4D (2-80-14000-007) Disc/Disc Arm Assembly with Seal Kit: Includes disc with seat, disc arm assembly, cover gasket, gland, and packing	1.00	258.00	258.00
			Sub Total	2,692.00
			Total	**$2,692.00**

Terms & Conditions

*RM Headlee Terms & Conditions BELOW Apply to all orders & quotations.
*Terms: 100% Net 30 days. Liquidated damages and/or retention are not allowed.
*Deliveries quoted are subject to prior sale.
*If MTR's are required, please request at time of quotation.
*All commissioning or in-field service costs will be quoted separately on a job-by-job basis.
*Should quote become an order, please reference quote number on PO.
*Pricing in this quote is based on duties / tariffs imposed as of the date of this quotation. Duties / tariffs are subject to increase or decrease based on the date of shipment and will be billed or credited to your account accordingly.
*Due to a global supply chain disruption from COVID-19, all lead times are estimated and subject to change. R.M. Headlee cannot be held liable for inaccurate delivery dates during this period.

Attachment: RM Headlee Agreement (RES-2023-210 : GA Industries Valve Procurement)

GA Industries
234 Clay Ave. Ext. Mars, PA 16046
Phone (724) 776-1020 • Fax (724) 776-1254
www.vag-usa.com

February 3, 2022

To Whom It May Concern:

This letter is to confirm that VAG-USA / GA Industries, is the sole supplier of parts and equipment globally. Please have the GA shop serial number - located on the metal tag affixed to the valve. Also, note the size of valve, and the figure number of the valve. This ensures the correct replacement parts will be provided. Be advised that RM Headlee is our exclusive and only distributor / Representative in upstate NY.

GA Industries
234 Clay Ave. Ext.
Mars PA 16046
PH: 724-609-1070
Sam Jones

RM Headlee
3649 California Rd.
Orchard Park, NY 14127
Gary Beckett
PH: 716-662-9813

Regards,

Aftermarket Supervisor
GA Industries

Sam Jones

Sam Jones

GA Industries
234 Clay Ave. Ext. Mars, PA 16046
Phone (724) 776-1020 • Fax (724) 776-1254
www.vag-usa.com

Attachment: RM Headlee Agreement (RES-2023-210 : GA Industries Valve Procurement)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27159 **RESOLUTION 2023-211** **ADOPTED**

Contract Extension for Calcium Nitrate PVS-CDI Chemicals, Inc. CRS No. 3828

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS-CDI Chemicals, Inc. The terms and conditions within Town of Amherst Bid 2022023 Calcium Nitrate Solution shall remain the same. This extension will be effective from March 06, 2023 through September 09, 2023.

This request has successfully completed the contract review process.

Funds for this request are available in G9916-4800.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

G9916-4800; Amount TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AGREEMENT

Let this document stand as an Agreement between PVS-CDI Chemicals, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with PVS-CDI Chemicals, Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2022023 Calcium Nitrate Solution would remain the same. The term of this contract extension will be from March 6, 2023 through September 5, 2023 and effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
PVS-CDI Chemicals, Inc.

By: _____
Signature

Rick Franclemont
Printed name

General Manager
Title

Date: 1.23.2023

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA - PVS-CDI Agreement Letter (RES-2023-211 : Contract Extension for Calcium Nitrate)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27164 **RESOLUTION 2023-212** **ADOPTED**

Emergency Purchase Authorizations Niagara Falls Boulevard Emergency Sewer Repair CRS #3854 Kistner Concrete Products CRS #3853 American Curb & Concrete Cutters CRS #3852 on the Mark Utility Locating Services

The Engineering Department Sewer Maintenance division is requesting the Town Board authorize the Comptroller's Office to pay the attached invoices for Kistner Concrete Products in the amount of $6,846.00, American Curb & Concrete Cutters in the amount of $5,140.00 and On The Mark Utility Locating Services in the amount of $1,361.00. These emergency purchases were required for the immediate sewer repair on Niagara Falls Boulevard.

The services for On The Mark were necessary because the Town nor the building owners of the establishments along the repair site on Niagara Falls Boulevard knew where their private utilities were located.

Concrete manholes were purchased from Kistner Concrete as they already have the Town contract for the manhole bases. The remainder of the necessary items are not on the Town contract.

Quotes were received to core holes into the sewer manholes. American Curb & Concrete Cutters was the lowest quote.

This request is pending successful completion of the contract review process.

Funding for these purchases is available in account G0380 which was established by the Comptroller's Office.

Thank you for considering this request.

2/13/2023
Consent

FINANCIAL IMPACT:

G-0380; $13,347.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 1/24/23
2. Date you received approval from the Supervisor: 1/17/23
3. Date of Town Board work session where Board is notified: 2/13/23
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): GPR locating Service - $1,361.00
5. Is there adequate funding in your current operating budget to cover this purchase? Yes
   Identify budget Org/Object: G0380 - account established by Comptrollers Office
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: Niagara Falls Blvd Emergency Sewer Repair
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: Only one quote was received so we could begin repair of the sewer
8. Department Head Signature: _____ Date: 2/7/2023

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

On The Mark Utility Locating Services, Inc.
400 Airpark Dr Ste 30
Rochester, NY 14624 US
(585) 733-1748
finance@otmlocating.com
www.otmlocating.com

INVOICE

BILL TO
Town of Amherst
5583 Main Street
Williamsville, NY 14221

INVOICE # 6871
DATE 01/25/2023
DUE DATE 02/09/2023
TERMS Net 15

PO (IF REQ'D)
PO# 22214348

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/24/2023	**GPR Locating** Used equipment to perform scans of the proposed sanitary sewer installation path. Marked out electric, water and sanitary lines to the buildings. Also marked out storm sewer and area/sign lighting in the area. Communicated findings with the contractor on site.	1	1,361.00	1,361.00
01/24/2023	**GPR Locating** Ground Penetrating Radar (GPR) locating of underground utilities (e.g., gas, electric, water, sewer/sanitary, etc.)	1		0.00
01/24/2023	**GPR Locating** Ground Penetrating Radar (GPR) locating of underground utilities (e.g., gas, electric, water, sewer/sanitary, etc.) PO# 22214348	1		0.00

Site Contact: Brian Princess - 716-206-4529

BALANCE DUE **$1,361.00**

Please update records with our new address:
400 Air Park Drive, Suite 30, Rochester, NY 14624

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/23/2023

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
Coyle-Merz Agency, Inc
1341 Fairport Rd.
Fairport, NY 14450

CONTACT NAME: Bob Coyle
PHONE (A/C, No, Ext): 585-388-8001 FAX (A/C, No): 585-388-8002
E-MAIL ADDRESS: bobc@alliance-group.net

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Charter Oak Fire Insurance Company	25615
INSURER B :	Travelers	25666
INSURER C :	Travelers Indemnity Company	25658
INSURER D :	The Phoenix Insurance Company	25623
INSURER E :	Evanston	35378
INSURER F :		

INSURED
On the Mark Utility Locating Services,Inc.
400 Air Park Dr. STE 30
Rochester, NY 14624

COVERAGES CERTIFICATE NUMBER: 00009728-4133034 REVISION NUMBER: 208

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 X PRO-JECT LOC OTHER:			6809H055747	03/22/2022	03/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 2,000,000 10,000 2,000,000 4,000,000 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA-4R959198	03/22/2022	03/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6F758456	03/22/2022	03/22/2023	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB0K856026	03/22/2022	03/22/2023	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Professional Liabili			MKLV1PEO0001415	05/20/2022	05/20/2023	Professional Liabi		ß,000,000/3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per written contract, The Town of Amherst is an additional insured. coverage applies on a primary and Non-Contributory basis for all ongoing and completed operations.

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
Robert M. Coyle (RMC)

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Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
30 Century Hill Drive, Suite 200
Latham NY 12110

License#: BR-724491

CONTACT NAME: Kimberly Adams
PHONE (A/C, No, Ext): 518-533-6832 **FAX (A/C, No):**
E-MAIL ADDRESS: kimberly_adams@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Indemnity Co of America	25666
INSURER C : Travelers Indemnity Company	25658
INSURER D : Phoenix Insurance Company	25623
INSURER E : Evanston Insurance Company	35378
INSURER F :	

INSURED
On The Mark Utility Locating
400 Air Park Drive Suite 30
Rochester NY 14624
ONTHEMA-05

COVERAGES **CERTIFICATE NUMBER:** 1781533102 **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 [X] PRO-JECT [ ] LOC OTHER:	Y	N	680-9H055747-22-47	3/22/2022	3/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BA-4R959198-22-47-G	3/22/2022	3/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	N	CUP-6F758456-22-47	3/22/2022	3/22/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-0K856026-22-47-G	3/22/2022	3/22/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
E	Professional E&O Liab			MKLV1PEO002153	5/20/2022	5/20/2023	Each Claim Aggregate	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is an Additional Insured as respects General Liability, Auto and Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

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: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) On The Mark Utility Locating 400 Air Park Drive Suite 30 Rochester NY 14624 Work Location Of Insured (Only required If coverage Is specifically limited To certain locations In New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number Of Insured 585-733-1748 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville NY 14221	3a. Name of Insurance Carrier Evanston Insurance Company 3b. Policy Number of entity listed in box "1a.": MKLV1PEO002153 3c. Policy effective period: 5/20/2022 5/20/2023

4. Policy covers:
a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 2/8/2023 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 518-533-6832 Title _____

IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" 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 Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability 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 (9-15)

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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 benefits under the New York State Disability 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".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒YES ☒NO

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 Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability 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 Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY 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 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 for all employees has been secured as provided by this article.

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) On The Mark Utility Locating 400 Air Park Drive Suite 30 Rochester NY 14624 Work Location of Insured (Only required if coverage is specifically limited to *certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 585-733-1748 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
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 Phoenix Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB-0K856026-22-47-G 3c. Policy effective period 3/22/2022 to 3/22/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A **on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send** this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐YES ☒NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Robert Crandall
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 2/8/2023
(Signature) (Date)

Title: Area President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-533-6832

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15) www.wcb.ny.gov

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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:	Agreed to and Accepted by:
On The Mark Utility Locating Svc. Inc. Print Name of Company	**Town of Amherst**
By: Jaqualine Harrison Signature	By: _____ Brian J. Kulpa, Supervisor
JAQUALINE HARRISON Printed name	Date: _____

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

Date: 1/23/2023

Attachment: On The Mark - CRS 3852 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 1/18/23
2. Date you received approval from the Supervisor: 1/17/23
3. Date of Town Board work session where Board is notified: 2/13/23
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): $ 5,140.00 American Curb & Concrete Cutters, Core 18" holes in Sewer manholes
5. Is there adequate funding in your current operating budget to cover this purchase? Identify budget Org/Object: G 0380 - Account established by Comptrollers Office
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: Niagara Falls Blvd Emergency Sewer Repair
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: Quotes were received and this vendor is the lowest quote
8. Department Head Signature: [signature] Date: 2/7/2023

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

American Curb & Concrete Cutters, Inc.

PO Box 64
Darien Center, NY 14040

	Estimate #
1/18/2023	12512

Name / Address
Town of Amherst Attn: Vaishali Reberholt RE: Core Drilling

Description	Qty/Footage	Rate		Total
Core 18" holes in sewer manholes. Coring to be done on grade. Prevailing wage project	4	1,285.00		5,140.00

Bid is subject to change if footage or depth/thickness changes.
Additional Charges will be added if there is heavy steel cutting.
Prices are not figured for prevailing wages unless specified.
All prices are for cutting only, with overcut ends and corners, no removal.
All cutting is wet cutting, so is contingent on weather conditions. Temperatures below 40 degrees and snowy conditions will hinder cutting schedule. Standby time is $125 per hour/per man.
Not responsible for layout, water/slurry control, plastic protection, water damage, cutting of utilities or other service

To be provided by others:
Layout of all openings with all cuts visibly marked. Sufficient water and electricity for our equipment. Access for our operators and equipment. Safety persons or barriers, if necessary. American Curb & Concrete Cutters is not responsible for cleaning of concrete slurry other than light water hosing (unless specified as a condition).
Bid is good for 30 days from date on quote.

Please sign below & return if you would like this work scheduled.

Signat... _____

Sales tax will be added to invoices at time of billing unless proper tax forms are provided.

Phon... 585-547-9810 americanconcretecutters@yahoo.com

Total $5,140.00

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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.

Revised 12.30..19

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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:

American Curb + Concrete Cutters
Print Name of Company

By: Kathleen Dollard
Signature

Kathleen Dollard
Printed name

Date: 1/18/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2023

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:** Lyndsi Weatherbee
Tompkins Insurance Agencies, Inc	**PHONE (A/C, No, Ext):** (888) 261-2688 **FAX (A/C, No):** (888) 339-8337
90 Main Street	**E-MAIL ADDRESS:** lweatherbee@tompkinsfinancial.com
Batavia NY 14020	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** Selective Insurance Co. of America 12572
AMERICAN CURB & CONCRETE CUTTERS INC	**INSURER B :**
810 MAMMOT ROAD	**INSURER C :**
PO BOX 64	**INSURER D :**
DARIEN CENTER NY 14040	**INSURER E :**
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL222988963 **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 Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y		S 2204414	02/10/2022	02/10/2023	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 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		S 2204414	02/10/2022	02/10/2023	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 X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		S 2204414	02/10/2022	02/10/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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 Town of Amherst is listed as Additional Insured on a primary-non contributory basis with respect to work performed by insured per endorsement CG7300NY, CA7809NY, and CXL449NYA to the extent provided therein.

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

David S. Boyce

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Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2023

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PRODUCER Tompkins Insurance Agencies, Inc 90 Main Street Batavia NY 14020	**CONTACT NAME:** Lyndsi Weatherbee **PHONE (A/C, No, Ext):** (888) 261-2688 **FAX (A/C, No):** (888) 339-8337 **E-MAIL ADDRESS:** lweatherbee@tompkinsfinancial.com
INSURED AMERICAN CURB & CONCRETE CUTTERS INC 810 MAMMOT ROAD PO BOX 64 DARIEN CENTER NY 14040	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Selective Insurance Co. of America 12572 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL222988963 **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] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		S 2204414	02/10/2022	02/10/2023	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 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		S 2204414	02/10/2022	02/10/2023	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 [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		S 2204414	02/10/2022	02/10/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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 Town of Amherst is listed as Additional Insured on a primary-non contributory basis with respect to work performed by insured per endorsement CG7300NY, CA7809NY, and CXL449NYA to the extent provided therein.

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

David S. Boyce

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Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 456 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to Paragraph **M. Transfer Of Rights Of Recovery Against Others To Us** under **SECTION IV — CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of "your work" done under a written contract or written agreement and included in the "products-completed operations hazard". This waiver applies only if, in that same written contract or agreement, you have agreed:

1. To waive any right of recovery against that person or organization; or
2. To include such person or organization as an additional insured on an "underlying policy"; or
3. To assume the liability of that person or organization and that written contract or agreement qualifies as an insured contract; and
4. The "underlying insurance" contains a substantially similar waiver of recovery rights.

This endorsement applies only if the "bodily injury" or "property damage" occurs subsequent to all parties' execution of the written contract or written agreement.

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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OTHER INSURANCE CONDITION FOR ADDITIONAL INSUREDS — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 449NY 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Paragraph **H. Other Insurance** of **SECTION IV — CONDITIONS** is deleted in its entirety and replaced with the following:

H. Other Insurance

1. This insurance is excess over, and shall not contribute with any other valid and collectible insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

This condition will also not apply to other valid and collectible insurance available to an additional insured under this coverage part provided that:

a. The additional insured is a Named Insured under such other valid and collectible insurance;

b. The additional insured is included as an additional insured by endorsement on an "underlying policy";

c. You have agreed in a written contract, written agreement or written permit to include that additional insured on your Umbrella policy on a primary and/or non-contributory basis; and

d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

e. The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any "underlying insurance", subject to **SECTION III — LIMITS OF INSURANCE;** and

f. This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has the 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.

2. When this insurance is excess over other valid and collectible insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

a. The total amount that all such other valid and collectible 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 valid and collectible insurance.

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS — AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

COMMERCIAL GENERAL LIABILITY
CG 79 21 11 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and included in the "products-completed operations hazard".

The above provision does not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or the written permit issued prior to the "bodily injury" or "property damage".

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This coverage shall be excess with respect to the person or organization included as an additional insured by its provisions; any other valid and collectible insurance that person or organization has shall be primary with respect to this insurance, unless this coverage is required to be primary and/or not contributory in the contract or agreement referred to above.

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 16

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages **3**-through-**8**) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 6
Blanket Additional Insureds - As Required By Contract	Page 5
Broad Form Vendors Coverage	Page 6
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability ($100,000)	Page 4
Employee Definition Amended	Page 7
Employees As Insureds Modified	Page 5
Incidental Malpractice Exclusion modified	Page 6
Knowledge of Occurrence, Claim, Suit or Loss	Page 6
Liberalization Clause	Page 7
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 4
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds ($5,000) and Loss of Earnings ($1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 7
Waiver of Transfer of Rights of Recovery (subrogation)	Page 7
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** the coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 26 feet long and not being used to carry persons or property for a charge; or

(b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

B. Paragraph **6.** under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, 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 caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

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C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

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, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion **p. Access or Disclosure Of Confidential Or Personal Information And Date-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Date-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS

EXCLUSIONS

Any Insured Amendment

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

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 $1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

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1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

A. Subparagraph **2.a.(1)(a)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2.e. Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply but only for the benefit of the co-"employee" described above.

This provision does not apply to any claims covered under Worker's Compensation insurance.

Newly Formed Or Acquired Organizations

A. Subparagraph **3.a.** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

   B. The following paragraph is added to **SECTION II - WHO IS AN INSURED,** Paragraph **3:**

      If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged).

Blanket Additional Insureds - As Required By Contract

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by:

   1. Your ongoing operations, "your product", or premises owned or used by you;

      With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

      This insurance does not apply to:

      "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

      a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

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b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

2. Your maintenance, operation or use of equipment, other than aircraft, "auto" or watercraft, rented or leased to you by such person or organization. A person or organization's status as an additional insured under this endorsement ends when their contract, or agreement with you for such rented or leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the rental agreement or equipment lease expires.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) whom you have agreed in a written contract or written agreement to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, however the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been executed (executed means signed by the named insured) prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph **2.a.(1)(d)** under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;

4. Your members, managers or insurance manager, if you are a limited liability company; or

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5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance shall be excess with respect to any person or organization included as an additional insured under this policy, any other insurance that person or organization has shall be primary with respect to this insurance, unless:

(1) The additional insured is a Named Insured under such other insurance;

(2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis; and

(3) The written contract or written agreement has been executed (executed means signed by the named insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Unintentional Failure To Disclose Hazards

The following is added to Paragraph **6. Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

SECTION V - DEFINITIONS

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

17. "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, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition **5.** "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

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Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09NY 01 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred 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.

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

BLANKET ADDITIONAL INSUREDS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization with whom you agreed in a written contract, written agreement or written permit to add as an additional "insured" on your policy is an additional "insured". Such person or organization is an additional "insured" only with respect to your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed or written permit issued prior to the "bodily injury" or "property damage".

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

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EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to SECTION **II, B.4. - Exclusions**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

   Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities and Schools.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

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(a) The operational safety of the vehicle might otherwise be impaired;

(b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or

(c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

This extension only applies if the lessor or financial institution is an additional "insured" under this Coverage Form.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits audio, visual or data signals and accessories used with such equipment, provided such equipment is:
   a. Permanently installed in or upon the covered "auto" at the time of the "loss";
   b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
   c. Designed to be solely operated by use of power from the "auto's" electrical system; or
   d. Designed to be used solely in or upon the covered "auto".

A deductible of $50 will apply to each covered "loss" of such equipment.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations higher than $50 is hereby reduced to $50 for "loss" caused by theft if the "auto" is equipped with an "auto" location tracking device and that device aided in the recovery of the "auto".

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PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive, Collision, or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

SECTION IV, B. 5. Other Insurance Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos'" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and
b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

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TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Part also involves a "loss" to other property resulting from the same occurrence of "loss" or damage that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

A minimum deductible of $50 will apply to each covered "loss" unless it is a Collision "loss" for a "private passenger auto". For a "private passenger auto", a minimum deductible of $100 for Collision will apply to each "loss".

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

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ELITEPAC
COMMERCIAL AUTOMOBILE EXTENSION

COMMERCIAL AUTO
CA 77 35NY 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Supplemental Schedule is provided when the BUSINESS AUTO COVERAGE FORM includes the Commercial Automobile Extension endorsement **CA 77 35NY.** This Schedule supplements the Business Auto Declarations.

EXTENSIONS OF COVERAGE AND ADDITIONAL COVERAGES

DESCRIPTION	
Limited Liability Companies	Coverage Extension
Newly Acquired Or Formed Organizations	Coverage Extension
Employees - Non-Ownership	Coverage Extension
Non-Ownership Extension - Public Entities	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	$3,000 Limit of Insurance
Loss Of Earnings	$1,000 Per Day Limit of Insurance
Employer's Liability Amendment	Coverage Extension
Fellow Employee Amendment	Coverage Extension
Care, Custody Or Control Amendment	Coverage Extension
Towing And Labor	Coverage Extension
Glass Breakage	Coverage Extension
Hired Car Physical Damage Coverage	Coverage Extension
Auto Loan/Lease Gap Coverage - (Loan/Lease Gap Not Available in New York)	Coverage Extension
Personal Effects	$500 Limit of Insurance
Deductible Reimbursement - Public Entities	Coverage Extension
Additional Transportation Expenses	$60 per day up to a maximum $1,800 Limit of Insurance
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment	Coverage Extension

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DESCRIPTION	
Limit Of Insurance	Coverage Extension
Physical Damage Deductible - (Radio Frequency) Vehicle Tracking System	Coverage Extension
Limit Of Insurance	Coverage Extension
Multiple Deductibles	Coverage Extension
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver Of Subrogation	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us	Coverage Extension
Mental Anguish - (Not Applicable in New York)	Definition
Permanently Attached Equipment	Definition
Volunteer Worker	Definition

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ELITEPAC
COMMERCIAL AUTOMOBILE EXTENSION

COMMERCIAL AUTO
CA 77 35NY 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

Amendments to **SECTION II — LIABILITY COVERAGE**

Limited Liability Companies

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

d. If you are a limited liability company, you are an Insured for any covered "auto." The provisions of **WHO IS AN INSURED** applicable to anyone else using a covered "auto" you own, hire or borrow, also apply to limited liability companies. Your members and managers are also "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you. But, members or managers are not an insured for any covered "autos" owned by them or members of their household.

Newly Acquired Or Formed Organizations

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

e. 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 similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred 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.

Employees - Non-Ownership

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

f. Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Non-Ownership Extension - Public Entities

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

g. Any board member or other elected or appointed official, member of the administrative staff, student teacher or other authorized volunteer or member is an "insured" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you as a School, Municipality or other Governmental Entity, or Emergency Services Organization. Anyone who supplies that "auto" is also an "insured."

Blanket Additional Insureds

The following is added to **SECTION II, A. 1. — Who Is An Insured:**

h. Any person or organization with whom you agreed, because of a written contract, agreement or permit, to provide insurance such as is afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, agreement or permit identified in this section, and is permitted by law.

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Expenses For Bail Bonds And Loss Of Earnings

The following modifies **SECTION II, A. 2. a. — Supplementary Payments:**

Paragraphs **(2)** and **(4)** of **SECTION II, A. 2. a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

(2) We will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) We will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings because of time off from work.

Employer's Liability Amendment

The following is added to **SECTION II, B. 4. — Exclusions:**

c. This exclusion also does not apply to any "volunteer worker."

For Fire Companies, Ambulance Squads and Rescue Squads, the Employee Indemnification and Employer's Liability exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

1. Members of the "insured" Fire Company, Ambulance or Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" organization, or for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads; and
2. The "insured" organization with respect to claims made or suits brought against the "insured" organization for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads.

Fellow Employee Amendment

The following is added to **SECTION II, B. 5. — Exclusions:**

For "insureds" Other Than Fire Companies, Ambulance Squads and Rescue Squads, the **Fellow Employee** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

For Fire Companies, Ambulance Squads and Rescue Squads, the **Fellow Employee** exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. But, this coverage extension is only provided to:

1. Members of the "insured" Fire Company, Ambulance or Rescue Squad, while such member is operating within the scope of their official duties, with respect to claims made or suits brought against such member for injuries to a fellow member of the "insured" organization, or for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads; and
2. The "insured" organization with respect to claims made or suits brought against the "insured" organization for injuries to members of other Fire Companies, Ambulance Squads or Rescue Squads.

Care, Custody Or Control Amendment

The following is added to **SECTION II, B. 6. — Exclusions:**

The Care, Custody Or Control exclusion does not apply to property not owned by any insured, subject to the following:

1. The most we will pay under this exception for any one accident is $1,000; and
2. A deductible of $500 per accident applies to this exception.

Amendments to **SECTION III — PHYSICAL DAMAGE COVERAGE**

Towing And Labor

The following modifies **SECTION III, A. 2. — Towing**

SECTION III, A. 2. — Towing is deleted and replaced with the following:

We will pay all reasonable towing and labor costs up to $75 each time a covered Private Passenger Type Vehicle, Social Service Van, Social Service Bus or Light Truck is disabled and up to $150 per disablement for Medium Weight Trucks. For labor charges to be reimbursable however, the labor must be performed at the place of disablement.

Glass Breakage

The following is added to **SECTION III, A. 3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects:**

d. If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

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Hired Car Physical Damage Coverage

The following is added to **SECTION III — PHYSICAL DAMAGE COVERAGE,** Paragraph **A. 4. Coverage Extensions:**

c. If Comprehensive, Specified Causes of Loss or Collision coverage is provided by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. $75,000; or

2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:

(a) The operational safety of the vehicle might otherwise be impaired;

(b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;

(c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;

(d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or

(e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to $750 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

Auto Loan/Lease Gap Coverage - (Loan/Lease Gap Not Available in New York)

The following is added to **SECTION III, A. 4. — Coverage Extensions:**

d. If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay the difference between amounts you owe under the lease terms or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto."

Personal Effects

The following is added to of **SECTION III, A. 4. — Coverage Extensions:**

e. If Comprehensive Coverage is provided on this coverage form for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule, without application of a deductible, for personal effects that are stolen with that covered "auto." Personal effects do not include jewelry, tools, money or securities. This coverage is excess over any other collectible insurance.

The Following is added to **SECTION III, A. 4. — Coverage Extensions:**

f. If you are a Board of Education, Municipality or other Governmental Entity, or Volunteer Emergency Services Organization, we will pay up to $1,000 or the amount of the deductible under any auto policy available to your volunteer or employee, whichever is less, for any "loss" described in this section to any "auto" owned or used by a volunteer or employee while en route to and during any official duty authorized by you. In no event will we pay for any "loss" under this Coverage to any "auto" owned, hired, or borrowed by your organization.

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Additional Transportation Expenses

The following modifies **SECTION III, A. 4. a. — Transportation Expenses**

SECTION III, A. 4. a. — Transportation Expenses is deleted in its entirety and replaced with the following:

a. We will pay up to the Maximum Limit of Insurance shown on the Commercial Automobile Extension Supplemental Schedule for temporary transportation expense incurred by you because of any "losses" to covered "autos," but only if the covered "autos" carry the coverages and meet the requirements described in **1.** or **2.** below:

1. We will pay the above temporary transportation expense for total theft of a covered "auto" if you carry either Comprehensive or Specified Causes of Loss Coverage. We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

2. For "loss" other than the total theft to a covered "auto" under Comprehensive Coverage or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto," we will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto," or 30 days. This provision **2.** of this Extension does not apply while there are spare or reserve "autos" available to you for your operations.

Airbag Coverage

The following is added to **SECTION III, B. 3. a. — Exclusions:**

However, this exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Expanded Audio, Visual, And Data Electronic Equipment

SECTION III, B. 4. — Exclusions does not apply to the following:

1. Global Positioning Systems; and

2. Equipment designed solely for the reproduction of sound and/or video, and accessories used with such equipment, provided such equipment is:

a. Permanently installed in the covered "auto" at the time of the loss;

b. Removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss";

c. Designed to be solely operated by use of the power from the "auto's" electrical system; or

d. Designed to be solely to be used in or upon the covered "auto."

A minimum deductible of $50.00 will apply to each "loss".

LIMIT OF INSURANCE

THE FOLLOWING MODIFIES SECTION III, C. — LIMITS OF INSURANCE

SECTION III, C. — LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

3. If you are a Municipality or other Governmental Entity, or an Emergency Services Organization:

a. The cost to replace the entire covered "auto" and its "permanently attached equipment", for covered "autos" designated in the schedule as being insured on either a stated amount or value guard basis as of the time of the "loss," with a comparable new "auto" and "permanently attached equipment" manufactured to current standards set by nationally recognized organizations such as, but not limited to, NFPA or the US Department of Transportation; but, the most we will pay under this paragraph for owned or leased "autos" you acquire after the policy begins and not described in the declarations is the least of items **1.**, **2.**, or **3.a.** of this section; or

b. (This provision does not apply in New York.) The additional repair or replacement costs necessary to customize the damaged covered "auto" with permanently installed equipment of like kind and quality, without deduction for depreciation, if the "auto" is specifically outfitted for use by chiefs, captains, police, administrators and others in comparable positions and is scheduled, but the "auto" is not designated on the schedule as being insured on an agreed-value basis. We will also pay under this provision for the cost of installation onto a replacement "auto" if the covered "auto" is not repairable, and we will pay for property owned by "you" that is permanently installed in an "auto" not owned by you.

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Physical Damage Deductible - (Radio Frequency) Vehicle Tracking System

The following is added to **SECTION III, D. — Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% to no less than $50.00 for any "loss" caused by theft if the vehicle is equipped with a radio frequency tracking device and that device was the method of recovery of the vehicle.

Amendments To **SECTION IV — BUSINESS AUTOMOBILE CONDITIONS**

Multiple Deductibles

The following is added to **SECTION IV, A. — Loss Conditions:**

6. If a Comprehensive, Collision or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more "covered autos," only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any "covered autos" for which you do not carry such coverage.

Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, A. 2. a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident," claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such, "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

Waiver Of Subrogation

The following modifies **SECTION IV, A. 5. — Transfer Of Rights Of Recovery Against Us To Others:**

SECTION IV, A. 5. — Transfer Of Rights Of Recovery Against Us To Others is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of a covered "auto" only when you have assumed liability for such "bodily injury" or "property damage" under "insured contract." In all other respects, if a person or organization to or from whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

Concealment, Misrepresentation Or Fraud

The following is added to **SECTION IV, B. 2. — Concealment, Misrepresentation Or Fraud:**

e. If you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure.

Policy Period, Coverage Territory

The following modifies **SECTION IV, B. 7. — General Conditions:**

SECTION IV, B. 7. — Policy Period, Coverage Territory is modified as follows:

The definition of coverage territory is amended to include anywhere in the world for covered "autos" hired on a short term (30 days or less) basis. The "insured's" responsibility to pay damages must be determined in a "suit" brought in:

1. The United States of America;
2. The territories or possessions of the United States of America;
3. Puerto Rico; or
4. Canada; or

in a settlement we agree to.

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The following modifies **SECTION IV, B. 8. — General Conditions:**

SECTION IV, B. 8. — Two Or More Coverage Forms Or Policies Issued By Us — Deductibles is deleted in its entirety and replaced with the following:

8. Two Or More Coverage Forms Or Policies Issued By Us

If a "loss" covered under this Coverage Part also involves a "loss" to other property from the same "accident," which is covered under a Commercial Property or Inland Marine Coverage Part issued by us or any member company of ours for you, only the highest deductible applicable to those coverages will be applied to the "accident".

A minimum deductible of $50.00 for Comprehensive and $100 for Collision will apply to each "loss".

Amendments to **SECTION V — DEFINITIONS**

The following is added to **SECTION V — DEFINITIONS:**

Q. Mental Anguish

(This provision does not apply in New York.) For jurisdictions other than New York, the definition of "bodily injury" is amended to include mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury.")

R. Permanently Attached Equipment

"Permanently attached equipment" means equipment that is welded, bolted, or permanently screwed to the dashboard, fire wall or body of the "auto". Equipment inserted on permanently installed side brackets with or without the use of setscrews or tension, or portable fire fighting and/or rescue related equipment, shall not be construed as "permanently attached equipment".

S. Volunteer Worker

"Volunteer worker" is a person who performs business duties for you, for no financial or other compensation.

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 320059009
DURNAN GROUP INC
PO BOX 390
ROCKVILLE CENTRE NY 11571

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
AMERICAN CURB & CONCRETE CUTTERS INC. P O BOX 64 DARIEN CENTER NY 14040	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z2375 299-1	729844	11/01/2022 TO 11/01/2023	1/18/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2375 299-1, 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 FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 373986067

U-26.3

Attachment: American Curb - CRS 3853 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

Town of Amherst
Emergency Purchase Documentation Form

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property, or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 1/18/23
2. Date you received approval from the Supervisor: 1/17/23
3. Date of Town Board work session where Board is notified: 2/13/23
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (attach additional detail if necessary): Kistner Concrete Products - Concrete Manholes; $ 6,846.00
5. Is there adequate funding in your current operating budget to cover this purchase? X
   Identify budget Org/Object: G0380 - Account established by the Comptrollers Office
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: Niagara Falls Blvd Emergency Sewer Repair
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: Already a contract in place with the vendor for a portion of the products needed for the repair - Two Manhole bases totaling $2,764.00 are in the Cont
8. Department Head Signature: _____ Date: 2/7/2023

CC: Town Board, Town Attorney, Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

INVOICE

Remit To:

KISTNER CONCRETE PRODUCTS
CORPORATE ACCOUNTING
PO BOX 806
BATAVIA NY 14021

Tel: (585) 815-4600 Ext. 0000
TIN#: 16-0849687

Invoice No.	172238
Page No.	1
Invoice Date	1/31/2023
Payment Due	3/2/2023
Payment Terms	NET 30 DAYS

Bill To: **000128**

TOWN OF AMHERST

ENGINEERING DEPT
1100 N FOREST RD
WILLIAMSVILLE NY 14221

Ship To:

TOWN OF AMHERST
1705 NIAGARA FALLS BLVD

AMHERST NY

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Plant	Ship Date	Packing Slip
2313568	000128	49	KCP TRUCK	PEMBROKE	1/18/2023	285961

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	DISCOUNT	EXT. P
1.0000	MH04BF850NS	MH - BASE-4' DIA FLGD 8" TK 5'0" HT-NON STK	$1,382.00	$0.00	$1,38
1.0000	MH04C35	MH - CONE-4' DIA 3'6"HT	$608.00	$0.00	$60
1.0000	MH04GOS	MH - GASKET-OFFSET-4' DIA-NEW STYLE	$45.00	$0.00	$4
2.0000	MHPS1815	MH - PIPE SEAL-18" HOLE FOR 15" PIPE-18M-DD	$422.00	$0.00	$84
4.0000	MH-CLAMP-296-2	MH - CLAMP-296 FOR PSX18Y/18M/20A/20Y-USE 2/BOO	$0.00	$0.00	$
1.0000	SC-B-E	STRUCTURE COATING - BITUMASTIC-EXTERIOR	$140.00	$0.00	$14
8.0000	MHSTEP	MH - STEP- STEEL REINFORCED COPOLY POLYPROPL	$0.00	$0.00	$
1.0000	MH04BF850NS	MH - BASE-4' DIA FLGD 8" TK 5'0" HT-NON STK	$1,382.00	$0.00	$1,38
1.0000	MH04C35	MH - CONE-4' DIA 3'6"HT	$608.00	$0.00	$60
1.0000	MH04GOS	MH - GASKET-OFFSET-4' DIA-NEW STYLE	$45.00	$0.00	$4
2.0000	MHPS1815	MH - PIPE SEAL-18" HOLE FOR 15" PIPE-18M-DD	$422.00	$0.00	$84
4.0000	MH-CLAMP-296-2	MH - CLAMP-296 FOR PSX18Y/18M/20A/20Y-USE 2/BOO	$0.00	$0.00	$
8.0000	MHSTEP	MH - STEP- STEEL REINFORCED COPOLY POLYPROPL	$0.00	$0.00	$
1.0000	SC-B-E	STRUCTURE COATING - BITUMASTIC-EXTERIOR	$140.00	$0.00	$14
1.0000	IS-INST-MH-OSG	INSTALLATION DETAILS - MANHOLE - OFFSET GASKET	$0.00	$0.00	$
1.0000	TRUCK-DC	DELIVERY CHARGE	$560.00	$0.00	$56
2.0000	SC-B-5GP	STRUCTURE COATING - BITUMASTIC-5 GALLON PAIL	$124.00	$0.00	$24

2023 FEB -6 A 11:54
TOWN OF AMHERST
ENGINEERING
DEPARTMENT

Sub-total	$6,84
Misc	$
Discount	$
Tax EXEMPT	$0.00
Total	

Finance Charge of 1% Per Month (12% Per Year) Applied to Past Due Balances.

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

KISTCON-01 BORAC1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/1/2023

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
SDN Insurance Agency, LLC
6215 Sheridan Drive
Amherst, NY 14221

CONTACT NAME: Carol M. Borden, CIC, CISR
PHONE (A/C, No, Ext): (716) 633-3400 5140 FAX (A/C, No): (716) 633-4306
E-MAIL ADDRESS: cmborden@sdnins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co.	25615
INSURER B : Travelers Indemnity Co. of America	25666
INSURER C : Travelers Indemnity Company	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kistner Concrete Products, Inc.
PO Box 218
East Pembroke, NY 14056

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						EACH OCCURRENCE	$ 1,000,00
	CLAIMS-MADE X OCCUR	X		Y6308815N615COF2W	9/30/2022	9/30/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,00
							MED EXP (Any one person)	$ 5,00
							PERSONAL & ADV INJURY	$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 7,000,00
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,00
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,00
	X ANY AUTO			8106N0436272214	9/30/2022	9/30/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,00
	EXCESS LIAB CLAIMS-MADE			CUP7J6559132114	9/30/2022	9/30/2023	AGGREGATE	$ 10,000,00
	DED X RETENTION $ 10,000							$
	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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is named as an additional insured under the general liability policy on a primary and non-contributory basis with regard to work performed by the named insured only as required in a written contract or agreement.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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 Carrie

1a. Legal Name & Address of Insured (use street address only)
KISTNER CONCRETE PRODUCTS, INC.
8713 READ ROAD
EAST PEMBROKE, NY 14056

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
585-815-4650

1c. Federal Employer Identification Number of Insured or Social Security Number
16-0849687

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 Y

3b. Policy Number of Entity Listed in Box "1a"
D79086-000

3c. Policy effective period
10/1/2000 to 3/2/2023

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 nar insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/3/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carri

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 NY 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 NY 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 insuran agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

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.

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Kistner Concrete
Print Name of Company

By: _____
Signature

Nathan Baker
Printed name

Date: 2/1/23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

AS A RESULT OF THE IRAN DIVESTMENT ACT OF 2012 ("ACT"), CHAPTER 1 OF THE 2012 LAWS OF NEW YORK, A PROVISION HAS BEEN ADDED TO STATE FINANCE LAW (SFL) 165-A EFFECTIVE APRIL 12, 2012. UNDER THE ACT, THE COMMISSIONER OF THE OFFICE OF GENERAL SERVICES (OGS) WILL DEVELOP A LIST

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 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, SEEK 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: Kistner Concrete Products

SIGNATURE: [signature]

PRINT NAME: Nathan Baker

TITLE: Sales / Engineering

DATE: 3/3/22

SWORN TO BEFORE ME THIS

3rd **DAY OF** March, 2022

[signature]

NOTARY PUBLIC

STEVEN A. GROFF
NOTARY
NO. 01GR5059780
QUALIFIED IN
GENESEE COUNTY
COMM. EXP.
05-06-2022
PUBLIC
STATE OF NEW YORK

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

NEW YORK STATE OF OPPORTUNITY. Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

Office of the Secretary
Compliance With Workers' Compensation Law

I, Laura Inglis, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Kistner Concrete Products Inc

WCB #: W489389

Tax ID #: 16-0849687

Qual Date: 9/30/2003

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this 30th day of January 2023.

Laura Inglis
LAURA INGLIS
SECRETARY

Status Confirmed By
Lauren Montgomey
1/30/2023

Attachment: Kistner Concrete - CRS 3854 (RES-2023-212 : Emergency Purchase Authorizations for Niagara Falls Boulevard Sewer Repair)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27048 **RESOLUTION 2023-213** **ADOPTED**

Lease Agreement (Moyer) - CRS #3817

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Linda Moyer for rental of office space at the Harlem Road Community Center.

2/13/2023
Consent

FINANCIAL IMPACT:

A1621.02410; -$3,930.00 annually (revenue)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AGREEMENT
Between the Town of Amherst
and
Linda Moyer

THIS AGREEMENT, made as of the ____ day of _____, 20__ between the Town of Amherst, a municipal corporation with its principal office at 5583 Main Street, Williamsville, New York 14221 (Landlord) and Linda Moyer (Tenant), with an office at the Harlem Road Community Center, (the "Center"), 4255 Harlem Road, Amherst, New York 14226.

WITNESSETH, that the Landlord has agreed to let, and does hereby let, and the Tenant has agreed to take, and does hereby take, certain premises containing two offices consisting of approximately 300 square feet for a term commencing the first day of January 2023 and ending the 31st day of December 2025. The said Tenant shall pay the Landlord the total rent of $3,930.00 annually in installments of $327.50, due on the 1st day of each month.

Landlord shall supply utilities and maintain the premises in a habitable manner including cleaning and repairs in order to permit the Tenant to carry out the purposes and intent of the corporation as specified in the Certificate of Incorporation.

Tenant may make interior modifications to the building, subject however, to prior written approval of the Landlord. Tenant shall obtain all necessary permits and any additional insurance coverage.

Tenant shall have the right to the shared waiting room area for client use. Children must not be left unattended in the waiting room. Tenant shall have the right to the shared Employee Lounge for employee use. No clients or visitors are to use the Employee Lounge.

Tenant will at its own expense defend, indemnify, save harmless and make good any damage that shall in the course of the activities of Tenant under this lease agreement be done or caused 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 defend, indemnify and hold the Landlord harmless from any and all demands, claims or expenses, awards or judgments for personal injury to third parties, whether other users of the Center or employees of the Landlord, and damage to property of such other third parties resulting from the Tenant's use of the described premises.

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

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 on a primary and noncontributory basis and certificate holder under each such policy, none of which shall be cancelled, reduced in amount of coverage, surrendered or allowed to expire without thirty (30) days prior written notice to the Landlord, and suitable replacement coverage procured by Tenant.

Tenant shall have access to the building during stated business hours, normally 7:30am until 11:30pm, Monday through Friday and 8:00am until 4:00pm, Saturday and Sunday. The building is closed on municipal and/or federal holidays. The Landlord shall provide written notice of permanent changes to building hours.

If default be made in the payment of the rent or any part thereof, or of the Tenant fails to procure or maintain the required insurance policies, 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 than 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 above written.

TENANT

Linda Moyer

Linda Moyer

TOWN OF AMHERST

Brian J. Kulpa, Supervisor

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

Attachment A
2023-2025 Holiday Closing Schedule

2023

January 1 & 2, 2023 – New Year's Day

January 16, 2023 – Martin Luther King Day

February 20, 2023 – President's Day

April 7, 2023 – Good Friday

April 9, 2023 – Easter

May 29, 2023 – Memorial Day

June 19, 2023 - Juneteenth

July 4, 2023 – Independence Day

September 4, 2023 – Labor Day

October 9, 2023 – Columbus/Indigenous People's Day

November 10, 2023 – Veterans' Day

November 23 & 24, 2023 – Thanksgiving

December 24, 2023 – Closing time TBD

December 25, 2023 – Christmas

December 31, 2023 – Closing Time TBD

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

2024

January 1, 2024 – New Year's Day

January 15, 2024 – Martin Luther King Day

February 19, 2024 – President's Day

March 29, 2024 – Good Friday

March 31, 2024 – Easter

May 27, 2024 – Memorial Day

June 19, 2024 - Juneteenth

July 4, 2024 – Independence Day

September 2, 2024 – Labor Day

October 14, 2024 – Columbus/Indigenous People's Day

November 11, 2024 – Veterans' Day

November 28 & 29, 2024 – Thanksgiving

December 24, 2024 – Closing early, time TBD

December 25, 2024 – Christmas

December 31, 2024 – Closing early, time TBD

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

2025

January 1, 2025 – New Year's Day

January 20, 2025 – Martin Luther King Day

February 17, 2025 – President's Day

April 18, 2025 – Good Friday

April 20, 2025 – Easter

May 26, 2025 – Memorial Day

June 19, 2025 - Juneteenth

July 4, 2025 – Independence Day

September 1, 2025 – Labor Day

October 13, 2025 – Columbus/Indigenous People's Day

November 11, 2025 – Veterans' Day

November 27 & 28, 2025 – Thanksgiving

December 24, 2025 – Closing early, time TBD

December 25, 2025 – Christmas

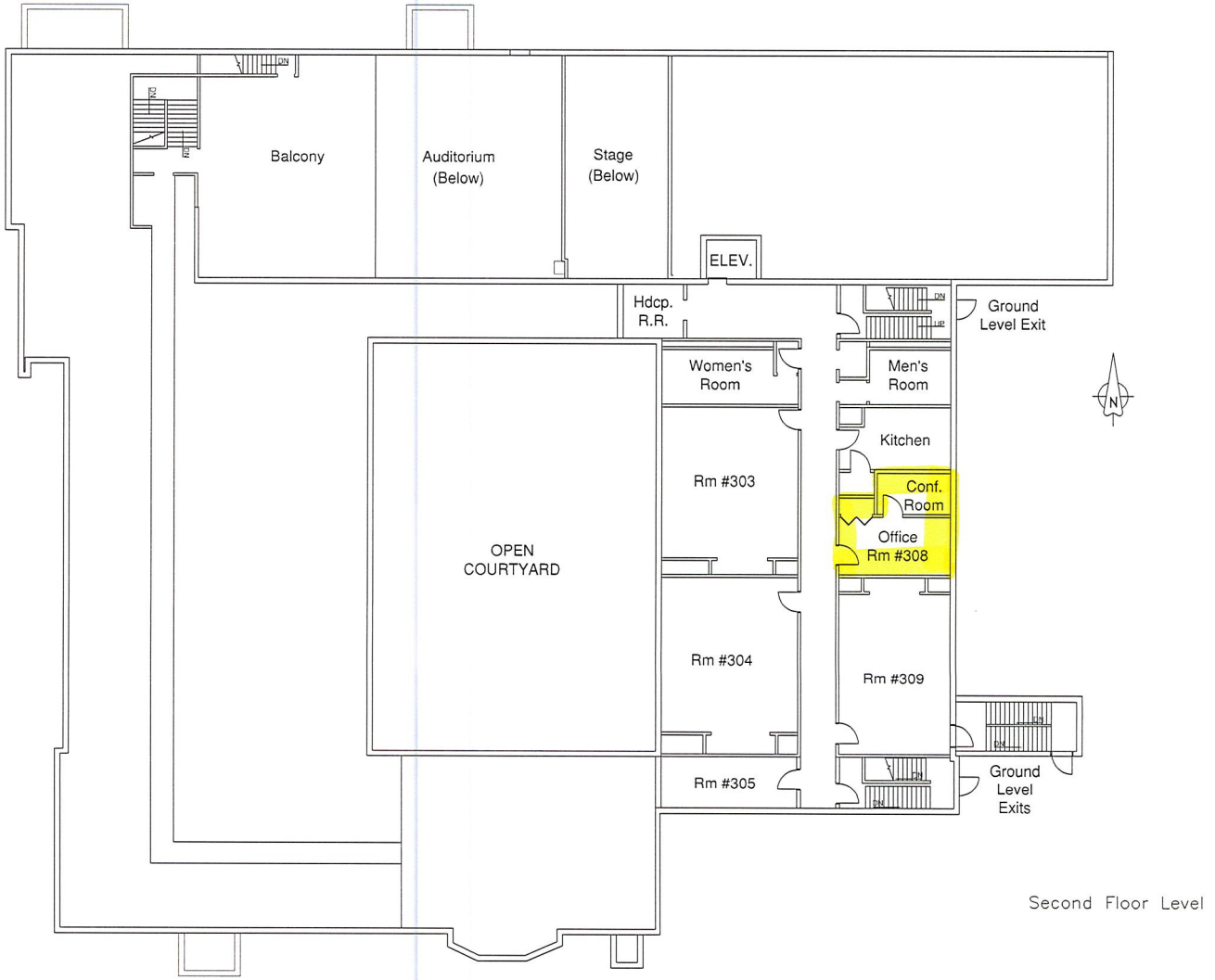
December 31, 2025 – Closing early, time TBD

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

Attachment B – Leased Space

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

Linda Moyer



SCALE	Harlem Road Community Center
1" = 20 Ft	4255 Harlem Road Amherst, NY 14226
08/01/2012	

Addendum to Contract Minor Exposure-Tenant

1. Notwithstanding any other provision in this Lease/Agreement, the following clauses shall be controlling. Should any other provision of the Lease/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 Tenants or any similar association shall affect this Lease/Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Tenant 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 Tenant its officers, agents, sub-Tenants, and/or employees as well as the negligence, active or passive, of the Tenant, its officers, agents, sub-Tenants, and/or employees.

4. Tenant shall not commence occupancy of the leased premises 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: Tenant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Tenant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Tenant shall furnish the above insurances, including sub Tenants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Tenant shall ensure all its sub-Tenants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Tenant or sub-sub-Tenant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

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 Tenant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Lease/Agreement, or of its right, title or interest in this agreement, or its power to execute this Lease/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 Lease/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 Lease/Agreement shall be physically amended forthwith to make such insertion. In particular, the Tenant 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 Tenant, in accordance with its status as a Tenant, 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.

9. Waiver: No waiver of any breach of any condition of the Lease/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 Lease/Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

10. The Lease/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,

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

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.

11. 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 _____. , 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:

Linda K Moyer, LCSW-R, RPT
Print Name of Company

By: Linda K Moyer
Signature

Linda Moyer
Printed name

Date: _____

Agreed to and Accepted by:

Town of Amherst

By: _____
, Town Supervisor

Date: _____

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

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: Linda K Moyer, LCSW-R, RPT

Signature: Linda Moyer

Print Name: Linda Moyer

Title: Sole Proprietor

Date: 1/9/23

Sworn To Before Me This

9 Day of January, 2023

Robin L. Erwin

Notary Public

ROBIN L. ERWIN
No. 01ER6415670
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/22/25

Revised 4.2017

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

CHUBB®

ACE American Insurance Company

Health Care and Allied Professional and Supplemental Liability Policy

Declarations

1. **Policy Symbol & Number: OGL G27207972**
2. **Named Insured and Address:**
   Linda K Moyer
   4255 Harlem Rd # 308
   Amherst, NY 14226-4426

3. ***Policy Term:***
   Effective Date: 07/31/2022
   Expiration Date: 07/31/2023
   12:01 AM Standard Time at the address of the Named Insured

4. **Producer Name and Address:**
   Trust Risk Management Services, Inc.
   111 Rockville Pike Ste 700
   Rockville, MD 20850

5. a. **Coverage A, Retroactive Date (If applicable):**

   b. **Coverage B, Retroactive Date (if applicable):**

6. **Producer Code:** Z01475

7. **Health Care Specialty:**
   80723 - Social Worker Clinical

COVERAGE	LIMITS OF LIABILITY		
8a. Coverage A: **Professional Liability and Personal Injury**	$1,000,000	Each Professional Incident or Offense	$5,000,000 Aggregate
8b. ☒Coverage B: **General Liability and Host Liquor Liability:** **Fire/Water Legal Liability:** *(A checkmark above indicates this coverage applies.)*	$1,000,000	Each Occurrence	*Included in the Professional Liability and Personal Injury liability aggregate limit in 8a above.* $150,000 Fire/Water Legal Liability Sublimit of Aggregate
8c. Coverage B: ☐ **General Liability and Host Liquor Liability:**	$	Each Occurrence	$ Aggregate *Separate from the Professional Liability and Personal Injury Liability Aggregate limit in 8a above.*
☐ **Hired Auto & Non Owned Auto**	*Included in the General Liability and Host Liquor Liability Limit*		
☐ **Fire/Water Legal Liability:** *(A checkmark above indicates this coverage applies.)*	$		$ Fire/Water Legal Liability Sublimit of the Aggregate for General Liability/Host Liquor Liability
9. **Coverage C, Supplemental Liability**			
A. Licensing Board Defense Coverage	$25,000 Each Investigation or Proceeding		$25,000 Aggregate
B. Medical Expenses Coverage	$25,000 Each Person		$100,000 Aggregate
C. First Aid Coverage			$10,000 Aggregate

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

TRMS
Trust Risk Management Services

111 Rockville Pike | Suite 700 | Rockville, MD 20850

July 22, 2022

Linda K Moyer
4255 Harlem Rd # 308
Amherst, NY 14226-4426

RE: Your APT Endorsed Professional Liability Insurance Policy # G27207972

Dear Ms. Linda K Moyer:

Thank you for choosing the APT Endorsed Professional Liability Program. Enclosed is your **Professional Liability Insurance Renewal Policy**. We urge you to read this renewal policy and notify us if you believe any changes are necessary.

At the first notice of claim, lawsuit, or incident, please contact our Customer Service Center immediately at (855) 655-1801. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate insurance experts working on your behalf. To assist you in gathering the necessary information to get the claims process started, you may complete form #PF-40726 (02/14), which can be found towards the end of your policy document. Once completed this form should be faxed to (855) 850-2230 or emailed to aptinfo@trustrms.com.

This initial policy packet includes all forms and endorsements related to your APT Endorsed Professional Liability Insurance Policy. Please keep this packet in a safe place and use it as your point of reference for your insurance coverage for this policy term.

Should you have any questions regarding this correspondence, please be sure to contact us toll free at (855) 655-1801. Our professional staff is available to assist you Monday - Friday 8:30AM to 6:00PM (EST). You may also email us your questions at aptinfo@trustrms.com.

Sincerely,
Trust Risk Management Services, Inc.

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

D. Assault Coverage	$25,000 Per Occurrence	$25,000 Aggregate
E. Defendant's Reimbursement	$1,000 Per Day Each Professional Incident	$25,000 Aggregate
F. Deposition Fees & Expenses	$10,000 Each Deposition	$10,000 Aggregate
G. Damage to Property of Others	$10,000 Each Occurrence	$10,000 Aggregate

Total Annual Policy Premium:	$243.00
Surcharge(s), if applicable	

First Notice of Claim should be sent to: **Trust Risk Management Services, Inc** 111 Rockville Pike Ste 700 Rockville, MD 20850	**All other notices should be sent to:** **Trust Risk Management Services, Inc** 111 Rockville Pike Ste 700 Rockville, MD 20850

Forms and Endorsements Attached at Policy Issuance:

Form Number	Form Title
PF-35492 (12/11)	Health Care and Allied Professional and Supplemental Liability Policy Occurrence
CC-1K11j 03/01	Signatures
PF-37216 (09/11)	Additional Insured(s) Endorsement
PF-39826 (06/13)	HIPAA Proceedings and Consumer Notification Costs for a Data Breach – New York
PF-39825 (08/13)	Sexual Misconduct Sublimit of Liability Endorsement – New York
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ALL-20887a (03/16)	CHUBB Producer Compensation Practices & Policies
PF-17914 (02/05)	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
PF-37223 (09/11)	Nuclear Energy Liability Exclusion Endorsement
TRIA 11e (08/20)	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
PF-39642 (01/13)	Liability Exclusion for Certain Persons or Entity – New York
PF-39637 (02/14)	Amendatory Endorsement - New York
PF-52746 (11/19)	Cap on Losses from Certified Acts of Terrorism
PF-40726 (02/14)	CHUBB Primary Policy – Notice of an Occurrence, Offense, Professional Incident, Claim or Suit– New York

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

July 22, 2022
Date Of Issue

Signature Of Authorized Representative

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

CHUBB®

Health Care and Allied Professional and Supplemental Liability Policy Occurrence

PLEASE READ THIS POLICY IN ITS ENTIRETY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES.

THIS IS AN OCCURRENCE POLICY, AND SUBJECT TO ITS TERMS AND CONDITIONS, APPLIES ONLY TO CLAIMS WHICH RESULT FROM PROFESSIONAL INCIDENTS OCCURRENCES OR OFFENSES THAT HAPPEN ON OR AFTER THE EFFECTIVE DATE OF COVERAGE, AND BEFORE THE EXPIRATION OF THE POLICY TERM STATED IN THE DECLARATIONS.

Words and phrases that appear in quotations have special meaning as set forth in Section V, DEFINITIONS.
In consideration of the payment of the premium and in reliance upon the information and statements contained in the "application", and subject to all of the terms and conditions of this policy, including, without limitation, the Limits of Liability and Exclusions, "we" agree to provide "you" with the insurance coverage described herein. In return, "you" agree: to pay the premium; to perform each duty "you" have under this policy; and that this policy contains all agreements relating to this insurance.

I. COVERAGE AGREEMENTS

A. Professional Liability & Personal Injury Liability

1. Professional Liability

Subject to the limits of liability for Professional Liability and Personal Injury set forth in Item 8a of the Declarations, "we" will pay on behalf of the "insured", all amounts the "insured" becomes legally obligated to pay as "damages" as a result of a "claim" arising out of a "professional incident" to which this insurance applies. The "professional incident" must take place in the "policy territory" and during the "policy term".

2. Personal Injury Liability

Subject to the limits of liability for Professional Liability and Personal Injury set forth in Item 8a of the Declarations, "we" will pay, on behalf of the "insured", all amounts that the "insured" becomes legally obligated to pay as "damages" as a result of a "claim" alleging or arising out of "personal injury" to which this insurance applies.

This insurance applies to "personal injury" caused by an offense arising out of "professional services" rendered by "you" that takes place in the "policy territory" and during the "policy term".

B. General Liability, Host Liquor Liability & Fire/Water Legal Liability

If General Liability is checked in Item 8b or 8c of the Declarations, coverage agreements B. 1, 2, and 3 below apply.

1. General Liability

Subject to the limits for Professional Liability and Personal Injury Liability specified in Item 8b of the Declarations, "we" will pay on behalf of the "insured" all amounts the "insured" become legally obligated to pay as "damages" as a result of a "claim" alleging "bodily injury" or "property damage" to which this insurance applies caused by an "occurrence" including "products liability". The "occurrence" must take place in the "policy territory" at "your" "business premises" and during the "policy term".

2. Host Liquor Liability

Subject to the limits for Professional Liability and Personal Injury Liability specified in Item 8b of the Declarations, "we" will pay on behalf of the "insured" all amounts the "insured" becomes legally obligated to pay as "damages" as a result of a "claim" alleging "bodily injury" or "property damage" caused by an "occurrence" arising out of the giving or serving of alcoholic beverages at functions incidental to "your" business, provided:

a. "you" are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages; or

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Linda K Moyer			
Policy Symbol	Policy Number	Policy Period	Effective Date
OGL	G27207972	07/31/2022 to 07/31/2023	07/31/2022
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

This endorsement modifies insurance provided under the following:

Health Care and Allied Professional and Supplemental Liability Policy (Claims-Made)
Health Care and Allied Professional and Supplemental Liability Policy (Occurrence)

Additional Insured(s) Endorsement

It is agreed that Section V, Definitions, of the policy is amended by adding the following to the definition of "insureds":

- those natural persons or organization(s) listed by name as an Additional Insured in the Schedule below, but solely with respect to such Additional Insured's liability arising solely out of:

  1. if Professional Liability coverage is indicated for such Additional Insured, "professional services" performed by "you" or on "your" behalf for such Additional Insured; or

  2. if Premises/General Liability coverage is indicated for such Additional Insured, "bodily injury" or "property damage" caused by an "occurrence" covered under this insurance that was caused solely by:

     i. "you" or "your" employees acting on "your" behalf; and
     ii. within the scope of "your" duties to and performed on behalf of such Additional Insured.

  3. if Personal Injury Liability coverage is indicated for such Additional Insured, "personal injury" caused by an offense covered under this insurance that was caused solely by:

     i. "you" or "your" employees acting on "your" behalf; and
     ii. within the scope of "your" duties to and performed on behalf of such Additional Insured.

Schedule

Additional Insured:	Address:	Additional Premium	Applicable Coverage
The Town of Amherst	5583 Main St Williamsville, NY 14221		☒ PREMISES OR GENERAL LIABILITY COVERAGE ☒ PROFESSIONAL LIABILITY COVERAGE ☒ PERSONAL INJURY LIABILITY COVERAGE

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

All other terms and conditions of this policy remain unchanged.

_____
Authorized Representative

Attachment: Lease Agreement - Linda Moyer (RES-2023-213 : Lease Agreement (Moyer) - CRS #3817)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27050 **RESOLUTION 2023-214** **ADOPTED**

Authorization to Pay Vendor (Davis-Ulmer)

WHEREAS, the Town of Amherst Youth & Recreation Department had a valid contract (CRS #2195) with Davis-Ulmer Fire Protection for annual drop testing of fire doors at the Clearfield Community Center which expired on 10/31/22, and

WHEREAS, the fire doors failed testing on 10/17/22, and

WHEREAS, repairs needed to be made and re-testing was not accomplished until 12/21/22, and

WHEREAS, the fee for re-testing was not included in the new contract (CRS #3558) as the new contract was executed prior to the failed test, and

WHEREAS, all fire doors passed testing on 12/21/22,

NOW, THEREFORE BE IT RESOLVED that the Amherst Town Board authorizes the payment of INV #1052-F165169/PO 22216591 in the amount of $400.00 to Davis-Ulmer Fire Protection.

2/13/2023
Consent

FINANCIAL IMPACT:

A 7141.4110 - $400.00 (2022 funds)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27096 **RESOLUTION 2023-215** **ADOPTED**

First Amendment to Lease Agreement CRS #3832

Authorize the Supervisor to sign an amendment to the existing lease agreement (CRS #3832) between the Town of Amherst (Youth & Recreation Department) and Daemen University regarding Royal Park, specifying that Daemen will reimburse the Town for design and construction costs.

2/13/2023
Consent

FINANCIAL IMPACT:

KP 2203: -$2,374,328.00 (revenue/reimbursement)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment"), is made as of _____. 202 , between the Town of Amherst ("Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices and principal place of business located at 5583 Main Street; Williamsville, New York 14221, and **DAEMEN UNIVERISTY (formerly DAEMEN COLLEGE)** ("Daemen"), a not-for-profit educational institution organized and existing under and by virtue of the laws of the State of New York with offices and principal place of business located at 4380 Main Street, Amherst, New York 14226.

WHEREAS, on or about February 28, 2022 the Town and Daemen entered into a lease agreement, wherein the parties agreed to terms and conditions related to the use, operation and responsibilities of the parties related to an athletic complex and other improvements to be constructed at Royal Park in the Town of Amherst, New York ("Lease Agreement").

WHEREAS, Daemen applied for a New York State Higher Education Capital Match Program ("HECap") grant through a competitive process and entered, or will enter, into a Grant Disbursement Agreement with the HECap Board to be administered by the New York State Dormitory Authority ("DASNY") for the purposes of funding the design and construction of the athletic complex and related improvements ("Grant Funds); and

WHEREAS, the Town and Daemen desire to amend the Lease Agreement to provide for the Town's invoicing of Damen and Daemen's payment to the Town of Grant Funds received by Daemen; and

NOW AND THEREFORE, the Town and Daemen desire to enter into this First Amendment, upon the following terms and conditions.

1) The Lease Agreement is hereby amended to add a new subsection (a.) to section 4 as follows:

   a. *Repayment by Daemen to Town for Design and Construction Costs.* Daemen shall pay the Town an amount not to exceed Two Million Three Hundred Seventy-Four Thousand Three Hundred Twenty-Eight ($2,374,328.00) Dollars for Design and Construction Costs related to the Athletic Complex. The Town shall submit periodic requests for payment to Daemen for costs actually incurred by the Town under contracts with consultants and/or contractors in connection with the design and/or construction of the Athletic Complex. Daemen shall process the payment requests and pay the Town within thirty (30) days of submission.

   The parties recognize and acknowledge that the obligations of Daemen under this Agreement are in accordance with Daemen's award of Grant Funds, and that no liability shall be incurred by the Daemen beyond the Grant Funds made available to Daemen pursuant to the Grant Disbursement Agreement.

2) Except as hereby expressly modified and supplemented, the Lease Agreement, as amended, is in all respects ratified and confirmed, and the terms and conditions thereof shall be and remain in full force

Attachment: Daemen University Amendement to Lease Agreement (RES-2023-215 : First Amendment to Lease Agreement - CRS #3832)

and effect, and this First Amendment and all of its terms, provisions and conditions shall be deemed to be a part of the Lease Agreement.

3) This First Amendment shall be deemed effective upon its execution on behalf of the parties.

4) This First Amendment 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.

In witness whereof, the parties hereto have caused this First Amendment to be executed.

DAEMEN UNIVERSITY

By: Gary A. Olson
Gary A. Olson
President
Daemen University

DATED: 10/14/22

TOWN OF AMHERST

By:_____
Brian J. Kulpa
Supervisor
Town of Amherst

DATED:_____

Attachment: Daemen University Amendement to Lease Agreement (RES-2023-215 : First Amendment to Lease Agreement - CRS #3832)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27155 **RESOLUTION 2023-216** **ADOPTED**

Piggyback Agreement - CRS #3855

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the John W. Danforth Company for purchase of HVAC filters, pending successful completion of the contract routing process.

2/13/2023
Consent

FINANCIAL IMPACT:

Townwide - accounts and amounts TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

AGREEMENT

Let this document stand as an agreement between John W. Danforth Company and the Town of Amherst, permitting the Town of Amherst to participate in the Filters contract under the Erie County Contract Bid 222034-002, for the contract term through February 28, 2023.

Agreed to and Accepted by:

JOHN W. DANFORTH COMPANY

By: _____
Signature

Wendy D. Glauber
Printed Name

General Counsel
Title

Date: 2/3/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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:

John W. Danforth Company
Print Name of Company

By: _____
Signature

Wendy D. Glauber
Printed name

Date: 2/3/2023

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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: John W. Danforth Company

Signature: [signature]

Print Name: Wendy D. Glauber

Title: General Counsel

Date: 2/23/2023

Sworn To Before Me This

2 Day of February, 2023

[signature]

Notary Public

MARY J. NOWAK
Notary Public, State of New York
Qualified in Erie County
My Commission expires Dec. 27, 2025

Revised 4.2017

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

JOHNWDA-01 VCHURCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/4/2022

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
Walsh Duffield Companies, Inc.
801 Main St.
Buffalo, NY 14203

CONTACT NAME: Yvonne E. Graser
PHONE (A/C, No, Ext): (716) 362-7333 FAX (A/C, No): (716) 847-1360
E-MAIL ADDRESS: ygraser@walshduffield.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Co.	24147
INSURER B : ACE American Insurance Company	22667
INSURER C : The Hartford	19682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
John W. Danforth Company
300 Colvin Woods Parkway
Tonawanda, NY 14150

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						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	MWZY30712422	4/1/2022	4/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X CONTRACTUAL/XC&U						MED EXP (Any one person)	$ 10,000
	X PRIMARY/NONCONTRIBUT						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X	X	MWTB30712522	4/1/2022	4/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	N11073700003	4/1/2022	4/1/2023	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	MWC30712322	4/1/2022	4/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Group NY Disability			LNY-709801	1/1/2022	12/31/2023		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is additional Insured(s) on a primary and non-contributory basis with respect to work performed if required by signed written contract PER BLANKET ADDITIONAL INSURED FORM BELOW, to the extent provided therein. A Waiver of Subrogation applies in favor of the Certificate Holder if required by signed written contract.

PER FORM:
General Liability:
CG 20 10 07 04 Additional Insured-Scheduled Person or Organization
SEE ATTACHED ACORD 101

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
Edward F. Walsh Jr.

ACORD 25 (2016/03)
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Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

AGENCY CUSTOMER ID: JOHNWDA-01 VCHURCH
LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Walsh Duffield Companies, Inc.	John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, NY 14150
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
CG 20 37 07 04 Additional Insured- Completed Operations
CG 20 01 12 19 Primary & NonContributory-Other Insurance Condition
CG 24 53 12 19 Waiver Of Transfer Of Rights Of Recovery Against Others To Us
CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit
CG 02 24 10 93 60-Day Notice of Cancellation
CG 00 01 04 13 CGL Coverage Form

Automobile:
CA 00 01 10 13 Business Auto Coverage Form
PCA 048 09 19 Additional Insured and Primary and Non-Contributory Endorsement
CA 04 443 11 20 Transfer Of Rights Of Recovery Against Others To Us

Umbrella:
Follow Form: Primary & Non Contributory
XS41887a Other Valid and Collectable Insurance (Additional Insured)
XS41866 Aggregate Limits of Insurance Per Project
XS41864 Waiver of Our Rights to Recover Payment

Workers Compensation:
WC 00 03 13 Waiver Of Our Right To Recover From Others
WC 99 03 00 60-Day Notice of Cancellation

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
The projects as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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COMMERCIAL 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 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 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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

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 insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, 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 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 under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(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".

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2. Exclusions

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 "bodily injury" resulting from the use of reasonable force 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 attorneys' 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 attorneys' 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. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

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.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and 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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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. **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 applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. **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.

i. **War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(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.

j. **Damage To Property**

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(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;

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(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 to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

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.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

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** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

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.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of 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 Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, 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 the 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 – Failure To Conform To Statements

"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".

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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. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) 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

(2) 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".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(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. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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COVERAGE C – MEDICAL PAYMENTS

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

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

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. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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 $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

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.

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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".

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 Section **I** – 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 we have used up the applicable limit of insurance in the payment of judgments or settlements or 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 designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal and advertising injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.
   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. 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; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed 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 **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.

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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".
4. Subject to Paragraph **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 Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You 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 Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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 – COMMERCIAL GENERAL LIABILITY 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 Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense 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" or offense.
   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.

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.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **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 Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) 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; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** 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.

(3) 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.

(4) 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. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. **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.

8. **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.

9. **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. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "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, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "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 the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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9. "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.

10. "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".

11. "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;

   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".

12. "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 Paragraph **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 Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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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.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "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, committed by or on behalf of its owner, landlord or lessor;

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".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "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.

17. "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.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" 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.
19. "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.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. 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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COMMERCIAL AUTO
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BUSINESS AUTO 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. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto".

   This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

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(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

(1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. 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; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

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4. **Employee Indemnification And Employer's Liability**

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. **Fellow Employee**

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. **Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. **Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. **Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. **Operations**

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. **Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, 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 warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed;

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

(3) 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.

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Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. 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

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

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All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. Comprehensive Coverage

   From any cause except:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

   b. Specified Causes Of Loss Coverage

   Caused by:

   (1) Fire, lightning or explosion;

   (2) Theft;

   (3) Windstorm, hail or earthquake;

   (4) Flood;

   (5) Mischief or vandalism; or

   (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

   c. Collision Coverage

   Caused by:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

2. **Towing**

   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

   If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

   a. Glass breakage;

   b. "Loss" caused by hitting a bird or animal; and

   c. "Loss" caused by falling objects or missiles.

   However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

   a. Transportation Expenses

   We will pay up to $20 per day, to a maximum of $600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

   b. Loss Of Use Expenses

   For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

   a. Nuclear Hazard

   (1) The explosion of any weapon employing atomic fission or fusion; or

   (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

   b. War Or Military Action

   (1) War, including undeclared or civil war;

   (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.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

   This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

5. Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

   a. Permanently installed in or upon the covered "auto";

   b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

   c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or

   d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

   a. "Loss" to any one covered "auto" is the lesser of:

   (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

   b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

   (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

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(2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

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4. **Loss Payment – Physical Damage Coverages**

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

   Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

   This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

3. **Liberalization**

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

   We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

   a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

      (1) Excess while it is connected to a motor vehicle you do not own; or

      (2) Primary while it is connected to a covered "auto" you own.

   b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

   c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

   d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

   b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

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7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any 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

2. Any 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. 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 to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. 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, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "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".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** 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":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:
   1. Damages because of "bodily injury" or "property damage"; or
   2. A "covered pollution cost or expense";

   to which this insurance applies, are alleged.

   "Suit" includes:
   a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" 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 or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "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.

P. "Trailer" includes semitrailer.

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract or agreement

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

COMMERCIAL AUTO
CA 04 43 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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CHUBB

OTHER VALID AND COLLECTIBLE INSURANCE (ADDITIONAL INSURED)

Named Insured			Endorsement Number
John W. Danforth Company			
Policy Symbol: XOO	Policy Number: N11073700 003	Policy Period: 4/1/2022 TO 4/1/2023	Effective Date of Endorsement:
Issued By (Name of Insurance Company): Ace American Insurance Co			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

THIS POLICY IS SUBJECT TO THE FOLLOWING

With respect to:
- ☒ COVERAGE A
- ☐ COVERAGE B
- ☐ COVERAGE A and COVERAGE B

As respects Coverage A, it is agreed that:

With respect to any person or organization qualifying as an Additional Insured under the terms and conditions below, other insurance, as used in Section V. Conditions, Item J., Other Insurance, and defined in Section VI. Definitions, Item 10, Other Insurance, shall mean only such insurance as is provided by a Scheduled Underlying Policy. No other insurance available to the Additional Insured shall be primary to or contributory with this insurance. Rather, any such other insurance shall be considered excess of the insurance provided by this policy.

Additional Insured:

Any person or organization that you are required under a written contract to include as an additional insured on a Scheduled Underlying Policy and this policy, but only if:

1. that contract requires that the Scheduled Underlying Policy and this policy be primary to and non-contributory with any other insurance available to the Additional Insured; and
2. the Scheduled Underlying Policy provides coverage to such person or organization and specifies that such coverage is primary to an non-contributory with any other insurance available to the Additional Insured where required by written contract.

The most we will pay for loss covered under this endorsement will be:

1. the limits of insurance required under the contract to be provided under this policy; or
2. the Limits of Insurance stated in Item 4 of the Declarations;

whichever is less.

Authorized Representative

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

CHUBB
Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Commercial Umbrella Policy
New York

THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS UNDER COVERAGE A IF THE SCHEDULED UNDERLYING POLICY PROVIDES CLAIMS MADE COVERAGE. IF COVERAGE IS SO PROVIDED ON A CLAIMS MADE BASIS, IT APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ CAREFULLY.

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.

Other words and phrases that appear in bold print have special meanings found in Section VI - DEFINITIONS.

I. INSURING AGREEMENTS

We, the Company, in return for the payment of the premium, agree with you, as follows:

A. Coverage A -- Excess Following Form Liability Over Underlying Claims Made or Occurrence Coverage

We will pay, on behalf of the **insured**, sums in excess of the amount payable under the terms of any Underlying Insurance as stated in the Schedule of Underlying Insurance, that the **insured** becomes legally obligated to pay as damages because of injury or damage to which this insurance applies.

This insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the Underlying Insurance except as otherwise provided in this policy; provided, however, that in no event will this insurance apply unless the Underlying Insurance applies or would apply but for the exhaustion of its applicable Limit of Liability.

If the Scheduled Underlying Policy affords coverage on a **claims made** basis then for this insurance to apply:

1. the injury or damage must be caused by an **occurrence**;
2. the claim for the injury or damage must first be made against the **insured** during the **Policy Period** or the Extended Reporting Period provided herein; and
3. a. the **bodily injury** or **property damage**; or,

   b. the **occurrence** causing the **personal injury**, **advertising injury**, or **professional liability**;

   must take place on or after the Retroactive Date shown in Item 5 of the Declarations and before the termination of this policy;

If the Scheduled Underlying Policy affords coverage on an occurrence basis then for this insurance to apply:

1. the injury or damage must be caused by an **occurrence**; and
2. a. the **bodily injury** or **property damage**; or,

   b. the **occurrence** causing the **personal injury**, **advertising injury**, or **professional liability injury**;

   must take place during the **Policy Period**.

B. Coverage B -- Umbrella Occurrence Based Liability Coverage Over Retained Limit

We will pay, on behalf of the **insured**, damages with respect to liability for loss in excess of the Retained Limit as specified in Item 4(d) of the Declarations, or the amount payable by any **other insurance**, whichever is greater, up to the applicable Limits of Insurance shown in the Declarations when liability is imposed on the **insured** by law or when liability is assumed by the **insured** under an **insured contract** because of:

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

Waiver of Our Right to Recover Payment

Named Insured			Endorsement Number
John W. Danforth Company			
Policy Symbol: XOO	Policy Number: N11073700 003	Policy Period: 4/1/2022 TO 4/1/2023	Effective Date of Endorsement:
Issued By (Name of Insurance Company): Ace American Insurance Co			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS POLICY IS SUBJECT TO THE FOLLOWING

With respect to:
- ☒ COVERAGE A
- ☐ COVERAGE B
- ☐ COVERAGE A and COVERAGE B

SCHEDULE

Name of Person or Organization:

As required by written contract and provided by the Underlying Insurance

Section V. CONDITION K., Our Right To Recover Payment, is amended by the addition of the following: We waive any right of recovery we may have against the person or organization shown in the Schedule above because of any payment under this policy, but only at the specific written request of the named insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the named insured.

This waiver applies only to the person or organization shown in the Schedule above.

This waiver shall apply only with respect to injury or damage arising out of your ongoing operations or your work done under a specific contract with the person or organization shown above.

_____
Authorized Representative

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

Aggregate Limits of Insurance (Per Project)

Named Insured			Endorsement Number
John W. Danforth Company			
Policy Symbol: X00	Policy Number: N11073700 003	Policy Period: 4/1/2022 TO 4/1/2023	Effective Date of Endorsement:
Issued By (Name of Insurance Company): Ace American Insurance Co			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS POLICY IS SUBJECT TO THE FOLLOWING

With respect to:
- ☒ COVERAGE A
- ☐ COVERAGE B
- ☐ COVERAGE A and COVERAGE B

Coverage A is amended to include the following:

The General Aggregate under Item 4. Limits of Insurance of the Declarations, applies separately to each of your projects away from premises owned by or rented to you.

_____
Authorized Representative

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

POLICY NUMBER: MWC 307123 0022

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

4/1/22 - 4/1/23

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

EARLIER NOTICE OF CANCELATION OR NONRENEWAL PROVIDED BY US

SCHEDULE

Number of Days' Notice of Cancellation Non-payment of Premium	Number of Days' Notice of Cancellation Reasons Other Than Non-payment of Premium or Nonrenewal	State(s) Applicable
10	60	SEE ITEM 3.A.

Number of Days' Notice of Nonrenewal	State(s) Applicable

A. For any statutorily permitted reason for cancellation, the number of days required for notice of cancellation, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule.

B. For any statutorily permitted nonrenewal, the number of days required for notice of nonrenewal as amended by an applicable state endorsement is increased to the number of days shown in the Schedule.

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
John W. Danforth Company **John W. Danforth Company** **300 Colvin Woods Parkway** **Tonawanda, NY 14150**	**(716) 832-1940** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0401910
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier **Old Republic Insurance Co.** 3b. Policy Number of Entity Listed in Box "1a" **MWC30712322** 3c. Policy effective period 4/1/2022 to 4/1/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒YES ☐NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr 3/29/2022
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-15)

www.wcb.ny.gov

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

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)

JOHN W. DANFORTH COMPANY
300 COLVIN WOODS PARKWAY
TONAWANDA, NY 14150-6976

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

716-832-1940

1c. Federal Employer Identification Number of Insured or Social Security Number

160401910

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

Town of Amherst
5583 Main Street
Buffalo, NY 14221

3a Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT

3b Policy Number of Entity Listed in Box "1a"

LNY709801

3c Policy effective period

01-01-2023 to 12-31-2023

4. Policy provides the following benefits:

- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:

- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12-01-2022 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 **Name and Title:** Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)

DB-120.1 (10-17) IH

Attachment: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices 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: Danforth Piggyback (RES-2023-216 : Piggyback Agreement - CRS #3855)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27165 **RESOLUTION 2023-217** **ADOPTED**

Travel Request

Authorize Anne Rohrer to travel to the CADCA (Community Anti-Drug Coalitions of America) Annual Forum in National Harbor, MD as a requirement of the town's Drug Free Communities grant.

2/13/2023
Consent

FINANCIAL IMPACT:

A 7258 : up to $2,881.73

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles — Department Head Approval ONLY Required

☒ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Anne Rohrer	7123	Y & R	(716) 631-7132

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/30/23	2/3/23	National Harbor, MD	CADCA Forum (required for DFC grant)

Expenses	Estimated	Budget A/C #	Actual
Transportation:		A11 A7258	
Mileage @ $0.655			
Tolls			
Parking			
Local Transportation (bus/taxi)	50.00		
Plane/Rail/Bus	325.00		
Lodging:			
4 # nights @ $ 350.00	1,400.00		
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
2 # Breakfasts @ $ 16.00	32.00		
2 # Lunches @ $ 17.00	34.00		
2 # Dinners @ $ 31.00	62.00		
4 # Incidentals @ $ 5.00	20.00		
1st and last day of travel	51.75		
Registration/Conference Fee	645.00		
Other	2,619.75		
Subtotal	-		N/A
Contingency - 10% of subtotal or $200	261.98 -		N/A
TOTAL	2,881.73 -		

Request Approved By:

Mary Dana Rohrer

Department Head Signature

1/23/23

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: Travel Request - Rohrer (RES-2023-217 : Travel Request)

Sunday Jan. 29	Monday Jan. 30	Tuesday Jan. 31	Wednesday Feb. 1	Thursday Feb. 2	Friday Feb. 3
3-7 pm Registration Opens	**7 am-5:30 pm** Registration Hours **8:30 am-4:30 pm** SAMHSA's 19th Prevention Day **5-6:30 pm** Forum's Opening Reception Coalitions Ideas Fair Exhibits Open **8-9:30 pm** Youth Meet Up	**7 am-5:30 pm** Registration Hours **7:30-8:15 am** Networking Breakfast & Coalitions Ideas Fair **7:30 am-4 pm** Exhibit Hours **8:30-11 am** National Leadership Plenary | Coalition Academy Graduation | Blue Ribbon Awards **11-11:30 am** Networking Break **11:30 am-12:45 pm** Training Sessions **12:45-2:15 pm** Lunch (On Your Own) **2:15-3:30 pm** Training Sessions **3:30-4 pm** Networking Break **4-5:15 pm** Training Sessions DFC Meet & Greet **5:30-6:30 pm** State & Territory Meetings	**7 am- 3 pm** Registration Hours **7:30-8:15 am** Networking Breakfast & Coalitions Ideas Fair **7 am-3 pm** Exhibit Hours **8:30-10:30 am** Capitol Hill Day Plenary & Legislative Update **10:45-Noon** Training Sessions **10:45 am-6 pm** Capitol Hill Day Appointments **Noon-1:30 pm:** Lunch (On Your Own) **1:30-2:45 pm** Training Sessions **8-9:30 pm** Youth Networking	**7 am-12:30 pm** Registration Hours **7:30-8:45 am** Membership Breakfast (Open to All) **9-10:15 am** Training Sessions **10:15-10:45 am** Networking Break **10:45-Noon** Training Sessions **12:30-2:30 pm** National Leadership Awards Closing Plenary **2:30 pm** Forum Concludes	**8 am-4 pm** ONDCP DFC Applicant Workshop

Attachment: Travel Request - Rohrer (RES-2023-217 : Travel Request)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27087

COMMUNICATION 2023-16

APPROVED

Request for Public Hearing - 800 New Road

Request from Marc Kenward for a public hearing with respect to the rezoning of 800 New Road from GB to SA and relief of deed restrictions.

This hearing has been scheduled for March 6.

2/13/2023
Consent

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

ERDMAN ANTHONY

January 30, 2023

Ms. Francina Spoth, Town Clerk
Town of Amherst
5583 Main Street
Amherst, NY 14221

SUBJECTS: 800 New Road

- Request to Rezone 3.4 Acres of Land from GB to SA; Z-2022-12
- Relief of Deed Restriction(s) Imposed as part of Rezoning Decision Z-1984-26A

Dear Ms. Spoth;

At the January 26, 2023, Town of Amherst Planning Board meeting, public hearings on the two subject matters were held. Following the public hearings, the subject matters were reviewed by the Planning Board and recommended for approval. We have been advised that we must now request that the Town Board schedule a Public Hearing on the two subject requests.

Therefore, on behalf of the Applicant, Sol Source Power, Inc., we request that the setting / scheduling of a Public Hearing on the subject requests be placed on the Town Board's February 13th Town Board Meeting Agenda. Assuming the Town Board agrees to schedule the Public Hearing(s), please confirm that the Public Hearing(s) would occur at the March 6th Town Board Meeting unless otherwise advised.

Also, please advise us on the following:

1. Will we need to attend the February 13th Town Board Meeting to present information regarding the subject Rezoning request actions?
2. Will the two Rezoning request actions be combined into one Public Hearing or will there be two separate Public Hearings?

If you have any questions or need additional information, please contact me at (585) 427-8888, or Mr. Scott Marshall in the Town's Planning Office.

Sincerely,

Marc Kenward, PE
Senior Associate

ERDMAN ANTHONY

cc. Brian J. Kulpa; Amherst Town Supervisor
Scott Marshall; Principal Planner, Town of Amherst
Thomas J. Voigt; Assistant Planner, Town of Amherst
Leigh McEntire; Project Developer, Sol Source Power., Inc.
Steve Long; Sr. Civil Engineer, Sol Source Power., Inc.

Attachment: 800 New Rd_Rezoning PublicHearing Request_1-30-23 (COM-2023-16 : Request for Public Hearing - 800 New Road)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27172

COMMUNICATION 2023-17

APPROVED

Request for a Fee Waiver - Amherst Girls Softball

Letter requesting a fee waiver on 4 temporary signs for the Amherst Girls Softball Yearly registration.

The Building Commissioner's response is attached.

2/13/2023
Consent

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

TOWN OF AMHERST

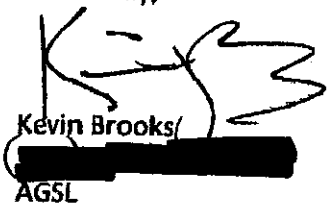
Board of Directors

2/7/23

Dear Town Board,

The Amherst Girls Softball League is requesting a waver for fee's on 4 Temporary Signs. These signs are for the League Softball Yearly registration. I have attached the (4) Sign Permit request for each sign. Thank you as always for your support of the young ladies in Amherst.

Yours truly,



Kevin Brooks/ [redacted]

AGSL

C/O

30 Brauncroft Lane

Amherst NY 14226

Attachment: DOC020923-02092023104206 (COM-2023-17 : Request for a Fee Waiver - Amherst Girls Softball)

Application for TEMPORARY SIGN PERMIT

Date: 2/8/23

Applicant Name *(print)*: KEVIN BROOKS **Phone #:** [redacted]

Applicant Signature: [signature]

Business Name: AMHERST GIRLS Softball

Business Address: C/O 30 BRAINCROFT LANE AMHERST NY 14226

Application for a Temporary Building Permit is hereby made to display a temporary sign:

☐	(1) **New business enterprises:** (30 days max.)	From _____ to _____	$30.00 Fee
☐	(2) **First Anniversary** of new business: (30 days max.)	From _____ to _____	$30.00 Fee
☐	(3) **Lost sign** due to fire or other catastrophe: (30 days max.)	From _____ to _____	$30.00 Fee
☐	(4) **Replace sign during construction:** (30 days max.)	From _____ to _____	$30.00 Fee
☒	(5) **Limited activities** in connection with principal use or activity on the premises:		PLEASE WAIVE
	For 7 days:	From _____ to _____	$30.00 Fee
	For 14 days (counted as 2 permits):	From 2/13/23 to 2/27/23	~~$60.00 Fee~~
☐	(6) **Sign advertising price of merchandise:** (24 SF max. face area)	From _____ to _____	$30.00 Fee

Sign Specifications: 4 ft. high, 8 ft. long, _____ ft. wide. **Area** 32 **sq. ft.**

(Sign size: Exterior portable or temporary sign limited to 32 S.F. per face)

Type: _____ (ground, A-frame, other)

Location: 15 feet from front property line.
15 feet from side property line.

Illumination: N/A (No animated type of lighting permitted)

Part 7-8-10-B "No more than two temporary building permits for signs shall be issued within any calendar year for any business on the premises. Temporary signs shall not be allowed within multiple developments except as provided in Items #1, #2 & #" (amended 1/16/2007) Location: CLEARFIELD LIBRARY

SOUTH ENTRY 770 HOPKINS RD AMHERST NY, 14223

FOLLOWING TO BE FILLED IN BY THE BUILDING DEPARTMENT:

Authorization is (a) _____ Denied. Reason: _____

(b) _____ **Granted and subject to the following conditions:**

(1) _____

Copy: ____/Terr # _____ **Approving Inspector:** _____ **Permit #** TS-2023-001

Forms\signs\tempsign.pdf 4/17/2008

Attachment: DOC020923-02092023104206 (COM-2023-17 : Request for a Fee Waiver - Amherst Girls Softball)

Application for TEMPORARY SIGN PERMIT

Date: 2/8/23

Applicant Name *(print)* KEVIN BROOKS **Phone #** [redacted]

Applicant Signature: [signature]

Business Name: AMHERST GIRLS Softball

Business Address: C/O 30 BRAINCROFT LANE AMHERST NY 14226

Application for a Temporary Building Permit is hereby made to display a temporary sign:

☐	(1) **New business enterprises:** (30 days max.)	From _____ to _____	$30.00 Fee
☐	(2) **First Anniversary** of new business: (30 days max.)	From _____ to _____	$30.00 Fee
☐	(3) **Lost sign** due to fire or other catastrophe: (30 days max.)	From _____ to _____	$30.00 Fee
☐	(4) **Replace sign during construction:** (30 days max.)	From _____ to _____	$30.00 Fee
☒	(5) **Limited activities** in connection with principal use or activity on the premises:	PLEASE WAIVE	
	For 7 days:	From _____ to _____	$30.00 Fee
	For 14 days (counted as 2 permits):	From 2/13/23 to 2/27/23	~~$60.00 Fee~~
☐	(6) **Sign advertising price of merchandise:** (24 SF max. face area)	From _____ to _____	$30.00 Fee

Sign Specifications: 4 ft. high, 8 ft. long, _____ ft. wide. **Area** 30 **sq. ft.**

(Sign size: Exterior portable or temporary sign limited to 32 S.F. per face)

Type: _____ (ground, A-frame, other)

Location: 15 feet from front property line.
15 feet from side property line.

Illumination: N/A (No animated type of lighting permitted)

Part 7-8-10-B "No more than two temporary building permits for signs shall be issued within any calendar year for any business on the premises. Temporary signs shall not be allowed within multiple developments except as provided in Items #1, #2 & #" (amended 1/16/2007)" Location: AUDUBON LIBRARY 350 JOHN JAMES AUDUBON PARKWAY AMHERST NY

FOLLOWING TO BE FILLED IN BY THE BUILDING DEPARTMENT:

Authorization is (a) _____ Denied. Reason: _____

(b) _____ **Granted and subject to the following conditions:**

(1) _____

Copy: ____/Terr # ____ **Approving Inspector:** _____ **Permit #** TP 2023-00

Forms\signs\tempsign.pdf 4/17/2008

Attachment: DOC020923-02092023104206 (COM-2023-17 : Request for a Fee Waiver - Amherst Girls Softball)

Application for TEMPORARY SIGN PERMIT

Date: 2/8/23

Applicant Name *(print)* KEVIN BROOKS Phone #[redacted]

Applicant Signature: Kevin Brooks

Business Name: Amherst Girls Softball

Business Address: C/O 30 BRAINCROFT LANE Amherst NY 14226

Application for a Temporary Building Permit is hereby made to display a temporary sign:

- ☐ **(1) New business enterprises:** (30 days max.) From _____ to _____ **$30.00 Fee**
- ☐ **(2) First Anniversary** of new business: (30 days max.) From _____ to _____ **$30.00 Fee**
- ☐ **(3) Lost sign** due to fire or other catastrophe: (30 days max.) From _____ to _____ **$30.00 Fee**
- ☐ **(4) Replace sign during construction:** (30 days max.) From _____ to _____ **$30.00 Fee**
- ☒ **(5) Limited activities** in connection with principal use or activity on the premises: PLEASE WAIVE
  - For 7 days: From _____ to _____ **$30.00 Fee**
  - For 14 days (counted as 2 permits): From 2/13/23 to 2/27/23 ~~**$60.00 Fee**~~
- ☐ **(6) Sign advertising price of merchandise:** (24 SF max. face area) From _____ to _____ **$30.00 Fee**

Sign Specifications: 4 ft. high, 8 ft. long, _____ ft. wide. **Area** 32 sq. ft.
(Sign size: Exterior portable or temporary sign limited to 32 S.F. per face)

Type: _____ (ground, A-frame, other) **Location:** 15 feet from front property line. 15 feet from side property line.

Illumination: N/A (No animated type of lighting permitted)

Part 7-8-10-B "No more than two temporary building permits for signs shall be issued within any calendar year for any business on the premises. Temporary signs shall not be allowed within multiple developments except as provided in Items #1, #2 & #" (amended 1/16/2007) Location: Amherst Parks Dept. 450 Maple Rd Amherst NY 14221

FOLLOWING TO BE FILLED IN BY THE BUILDING DEPARTMENT:

Authorization is (a) _____ Denied. Reason: _____

(b) _____ **Granted and subject to the following conditions:**

(1) _____

Copy: ____/Terr # _____ **Approving Inspector:** _____ **Permit #** TS-2023-0012

Forms\signs\tempsign.pdf 4/17/2008

Attachment: DOC020923-02092023104206 (COM-2023-17 : Request for a Fee Waiver - Amherst Girls Softball)

Application for TEMPORARY SIGN PERMIT

Date: 2/8/23

Applicant Name *(print)* KEVIN BROOKS Phone # [redacted]

Applicant Signature: K. Brooks

Business Name: AMHERST GIRLS Softball

Business Address: C/O 30 BRAINCROFT LANE AMHERST N.Y. 14226

Application for a Temporary Building Permit is hereby made to display a temporary sign:

☐	(1) New business enterprises: (30 days max.)	From _____ to _____	$30.00 Fee
☐	(2) First Anniversary of new business: (30 days max.)	From _____ to _____	$30.00 Fee
☐	(3) Lost sign due to fire or other catastrophe: (30 days max.)	From _____ to _____	$30.00 Fee
☐	(4) Replace sign during construction: (30 days max.)	From _____ to _____	$30.00 Fee
☒	(5) Limited activities in connection with principal use or activity on the premises:		PLEASE WAIVE
	For 7 days:	From _____ to _____	$30.00 Fee
	For 14 days (counted as 2 permits):	From 2/13/23 to 2/27/23	~~$60.00 Fee~~
☐	(6) Sign advertising price of merchandise: (24 SF max. face area)	From _____ to _____	$30.00 Fee

Sign Specifications: 4 ft. high, 8 ft. long, _____ ft. wide. **Area** _____ **sq. ft.**

(Sign size: Exterior portable or temporary sign limited to 32 S.F. per face)

Type: _____ (ground, A-frame, other)

Location: 15 feet from front property line.
15 feet from side property line.

Illumination: N/A (No animated type of lighting permitted)

Part 7-8-10-B "No more than two temporary building permits for signs shall be issued within any calendar year for any business on the premises. Temporary signs shall not be allowed within multiple developments except as provided in Items #1, #2 & #" (amended 1/16/2007) Location: HARLEM Rd Community Ctr. 4255 HARLEM Rd AMHERST NY. 14226

FOLLOWING TO BE FILLED IN BY THE BUILDING DEPARTMENT:

Authorization is (a) _____ Denied. Reason: _____

(b) _____ **Granted and subject to the following conditions:**

(1) _____

Copy: ____/Terr # ____ **Approving Inspector:** _____ **Permit #** TS-2023-0012

Forms\signs\tempsign.pdf 4/17/2008

Attachment: DOC020923-02092023104206 (COM-2023-17 : Request for a Fee Waiver - Amherst Girls Softball)

TOWN OF AMHERST

BUILDING DEPARTMENT

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080
FAX: (716) 631-7192

Mark S. Berke, P.E.
Commissioner of Building

Agenda Item

DATE: February 9, 2023

TO: Town Board

FROM: Mark S. Berke, P.E., Commissioner of Building

RE: Request to Place Four Signs on Town Property and Waiver of Sign Fees for the Amherst Girls Softball League

In response to the letter dated February 7, 2023, from Kevin Brooks, I recommend the approval of his request to waive the sign permit fees associated with a total of Four Temporary signs located at the Harlem Community Center 4255 Harlem Road, The Audubon Library at 350 John James Audubon Parkway, the Amherst Parks Department at 450 Maple Road and the Clearfield Library at 770 Hopkins Road.

The time period for signs is from February 13 thru February 27, 2023.

Also, it is recommended that the Town Board approve the location of these signs on town – owned property.

Please contact me if you have any questions regarding this matter.

Mark S. Berke, P.E.
Commissioner of Building

CC: Karrie Princess, Building and Zoning Clerk
Fran A. Spoth, Town Clerk

Attachment: berke response (COM-2023-17 : Request for a Fee Waiver - Amherst Girls Softball)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Councilmembers
DOC ID: 27114

COMMUNICATION 2023-18 **APPROVED**

Committee on Disabilities Social Media Page Request

Good morning, Board -

The Town of Amherst Committee on Disabilities would like to set up a social media page on the Facebook platform. The Committee has worked over the past several months to prepare its own Social Media Policy. This policy aligns with the Town's current policy and details the purpose of this Facebook page and how it will be managed.

The Committee's policy has been reviewed by Dave Willer of the IT Department and the Town Attorney Martin Polowy. No concerns have been brought to the Committee's attention.

The Committee on Disabilities would like to formally request through its liaison, Dr. Deborah Bruch Bucki, that the Town Board approve a new social media Facebook page for use by the Committee on Disabilities.

We have included our policy for your review. Thank you for your time and consideration, and for the opportunity to continue serving our Town in the capacity of advocacy and education.

With much gratitude,
Erica Rodman
Chair

--
Erica Rodman
Town of Amherst Committee on Disabilities **|** *Chair*
Niagara University Disability Awareness Training Program **|** *Project Assistant*
[redacted]

2/13/2023
Consent

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Town of Amherst
Committee on Disabilities
Social Media Policy

Platform:
Facebook public page

Purpose:
The purpose of the Facebook page will be as follows:

1. To share information regarding Committee meetings and community events in which the Committee is participating

2. To share educational materials that the Committee has designed

3. To share facts related to the disability community/living with a disability, including: disability history, awareness months, etiquette/tips for interacting with people with different disabilities, statistics (verifiable)

4. To collect feedback from town residents via private messenger or polls regarding need areas in the community that are related to the Committee's mission

5. To provide the community with information regarding upcoming events that may be of interest to those with disabilities (ie., sensory friendly days at the Erie County Fair, adaptive sporting events, etc)

6. To provide the community with resources that may be of assistance to those with disabilities (ie., Housing Opportunities Made Equal, Disability Rights NY, etc)

Content:

Factual information that does not include opinion or theories.

Attachment: POLICY Comm on Dis TOA COD Social Media Policy 20230207 (COM-2023-18 : Committee on Disabilities Social Media Page

Posts shared from within the Western New York Community will come from reputable non-profit organizations and medical sources (ie., Deaf Access Services, Evergreen Health, etc)

In addition to the guidelines above, posts will be:

1. Visual
2. Valuable
3. Authentic
4. Positive
5. Accessible (ie., include photo descriptions and captions)

Restricted Content:
At no time will there be sharing or posting of content or information that is deemed derogatory, offensive or defamatory. Political posts, opinion posts, or posts of a religious nature will not be permitted at any time.

The Committee will defer to the Town of Amherst legal team/Social Media team if there are any questions regarding the appropriateness of a post.

Posting Schedule:
Postings will be scheduled on an as-needed basis with a minimum of *two/three* posts a week, but there will be no more than two posts a day on any given day.

A Pinned Post will be placed on the page with information about the next meeting and how to contact the Committee if a resident would like to volunteer.

On the first of every month, a post will be shared recognizing a disability/ disability related issue that is commonly associated with that month (ie., September is Service Dog Awareness Month)

Groups/organizations that would like the Committee to share events/information must reach out via email or Private Messenger. The event/post must align with the Content rules above and be relevant to living with a disability in the Amherst community.

Target Audience:

Attachment: POLICY Comm on Dis TOA COD Social Media Policy 20230207 (COM-2023-18 : Committee on Disabilities Social Media Page

Community Members in Amherst, New York

Administration:
Up to three (3) individuals will have permissions to perform administrative duties on the Facebook page

These individuals will be:

1. The Committee Chairperson
2. A Member of the Committee
3. Town of Amherst Social Media Coordinator/Public Relations

Engagement:
The comment section will be turned off or restricted on all postings in order to prevent negativity and to eliminate the need for constant monitoring. Questions, comments, and feedback will be encouraged to be submitted via the Private Message feature.

Attachment: POLICY Comm on Dis TOA COD Social Media Policy 20230207 (COM-2023-18 : Committee on Disabilities Social Media Page

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27051

COMMUNICATION 2023-19 **REFERRED**

Notice of Claim: Wedgewood Commons Condominium Vs. Town of Amherst

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

NOTICE OF CLAIM FORM

Claimant(s) Name	WEDGEWOOD COMMONS CONDOMINUM VICE PRESIDENT HOA Carl Azzarelli		
Address	62 WEDGEWOOD DRIVE	Cell Phone #	[redacted]
Email Address	[redacted]	Home Phone #	

Accident / Damage / Injury Location	WEDGEWOOD COMMONS CONDOMINUM PROPERTY IN FRONT OF #59 CUMMINGTON		
Date of Incident	NOV 11 2022	Time of Incident	1-11 (a.m.) / p.m.
Police Contacted?	Yes / (No)	Police Report Taken?	Yes / (No)
Name of Police Agency			

PROPERTY DAMAGE CLAIMS ONLY
If this is not your property, give the name and address of the owner:

N/A if not applicable

Name			
Address		Zip Code	
Home Phone #		Work Phone #	

PLEASE ATTACH ESTIMATES

Repair Estimates	$ SEE ATTACHMENT	$

PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name		Name	
Address		Address	
Phone		Phone	

Attach copies of Medical bills once submitted to health insurance or automobile insurance.

ONLY PROVIDE COPIES OF THE MEDICAL BILLS. DO NOT PROVIDE MEDICAL RECORDS **WITH THIS CLAIM FORM.**

DEC 12 PM 2:39

Attachment: DOC011923-01192023092557 (COM-2023-19 : Notice of Claim: Wedgewood Commons Condominium Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

SEE ATTACHMENT

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date: 12 JAN 2023

Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 12TH day of JANUARY 2023 before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Richard W Kirisitz
Notary Public, State of
Qualified in Erie County, N
My Commission Expires 4/10/20 26

Attachment: DOC011923-01192023092557 (COM-2023-19 : Notice of Claim: Wedgewood Commons Condominium Vs. Town of Amherst)

On November 11 2022, there was w water main break on Cimarand Drive in front of Wedgewood Commons Condominium, on the east side of the street in front of our resident's home of 35 and 59 Cimarand Drive. The watermain break ran for several hours causing flooding of our property and Cimarand Avenue. The flood waters carried soil and debris into two of our driveways flooding six garages and sidewalks. Water levels also were high enough to go into the finished basement at 59 Cimarand.

As the water receded it left behind several inches of fine-grained soil and sand throughout the affected area on the property. Initial clean up that was done by our maintenance company required shoveling off the driveways and sidewalks to prevent slip hazards for residents and visitors. The first phase of cleanup has been accomplished. The figures are included with this letter. The total so far is based on the amount that has already been paid. The rest of the restoration will not be able to be completed until spring. The water sprinkler system lines and sprinkler heads to be replaced. Regrading of lawn and reseeding will have to be done also. I will not be able to get quotes until spring. So, this is an ongoing project.

There is more to be done I am requesting reimbursement for our current costs at this time. Also, all future costs in spring. So far, we have incurred the following costs, with more to be done in the spring.

Advanced Property management $500.00

Disaster Relief Restoration specialists $1683.55

Current total for reimbursement so far $2183.55

Wedgewood Commons Condominium

Vice President

Carl Azzarelli

Attachment: DOC011923-01192023092557 (COM-2023-19 : Notice of Claim: Wedgewood Commons Condominium Vs. Town of Amherst)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27052

COMMUNICATION 2023-20 **REFERRED**

Notice of Claim: Nancy Simpkin Vs. Town of Amherst

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

NOTICE OF CLAIM FORM

ERIE COUNTY WATER AUTHORITY
295 MAIN STREET – ROOM 350
BUFFALO, NEW YORK 14203-2494
(716) 849-8465

Claimant(s) Name	**Nancy Simpkin**		
Address	**13 Cimarand Dr.**	Cell Phone #	
Email Address	[redacted]	Home Phone #	[redacted]

Accident / Damage / Injury Location	**Garage Floor**		
Date of Incident	**November 11, 2022**	Time of Incident	**1 -11** (a.m.) / p.m.
Police Contacted?	Yes / (No)	Police Report Taken?	Yes / (No)
Name of Police Agency	**N/A**		

PROPERTY DAMAGE CLAIMS ONLY N/A if not applicable
If this is not your property, give the name and address of the owner:

Name			
Address		Zip Code	
Home Phone #		Work Phone #	

PLEASE ATTACH ESTIMATES

Repair Estimates	$**363.00. Please see attached**	$

PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name	Antoinette Gauthier	Name	John Gauthier
Address	35 Cimarand Dr. Williamsville 14221	Address	35 Cimarand Dr.
Phone	[redacted]	Phone	[redacted]

Attach copies of Medical bills once submitted to health insurance or automobile insurance.

ONLY PROVIDE COPIES OF THE MEDICAL BILLS. WITH THIS CLAIM FORM.

'23 JAN 13 AM10:56

Attachment: DOC011923-01192023103504 (COM-2023-20 : Notice of Claim: Nancy Simpkin Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

On November 11, 2022, there was a water main break on east side of Cimarand Dr. in the vicinity of 35 Cimarand Dr. The water main break caused flooding of the road and adjoining properties. The floodwaters carried soil and debris into the adjoining sidewalks; and especially the common driveway between the garages of condos 11,13,and 15, and 35, 37 and 39 Cimarand Dr, including ours. As the water receded, it left behind several inches of fine grained soil/clay in our garage and common driveway which has continuously been tracked into our homes and garages. The wet soil presented a slip and fall hazard for our neighbors and visitors, and required professional removal, as rain and snowmelt did not significantly dispose of the remaining mud.

Our homeowner's association sought and obtained cleanup estimates from Disaster Relief contractors for power washing the impacted areas. The cleanup of the association-owned common areas took place on December 23rd. The six property owners sharing our common driveway decided to clean our garage floors ourselves rather than pay $363.00 each (the lowest bid) to remove the soil and debris from our garages. We have each swept and hosed our garage at least three times, but because the common driveway remains covered with soil, the dirt is repeatedly tracked into our garage and home. And, we will have to do it again just prior to the Disaster Relief power washing of the driveway.

I am requesting reimbursement of $~~363.00~~ 331.60 (an amount equal to the lowest contractor bid) for the one-time power washing of my garage floor.

All statements herein are made under penalty of perjury. Add Additional Pages if necessary

Date: [redacted] See next page for Notarized Signature

Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this __ day of 20 , before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Attachment: DOC011923-01192023103504 (COM-2023-20 : Notice of Claim: Nancy Simpkin Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

See prior page for my statement

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date:

N. Simpkin
Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 9 day of January 2023 before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

07/14/2023

Attachment: DOC011923-01192023103504 (COM-2023-20 : Notice of Claim: Nancy Simpkin Vs. Town of Amherst)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27057

COMMUNICATION 2023-21 **REFERRED**

Notice of Claim: John & Antoinette Gauthier Vs. Town of Amherst

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

...e Public Access area of the Erie County Water Authorities website which can be accessed ... General Public.

NOTICE OF CLAIM FORM

ERIE COUNTY WATER AUTHORITY
295 MAIN STREET – ROOM 350
BUFFALO, NEW YORK 14203-2494
(716) 849-8465

Claimant(s) Name	John/Antoinette Gauthier		
Address	35 Cimarand Dr. Williamsville NY 14221	Cell Phone #	
Email Address		Home Phone #	—

Accident / Damage / Injury Location	Garage floor		
Date of Incident	11-11-2022	Time of Incident	1:00 (a.m.) / p.m.
Police Contacted?	Yes / (No)	Police Report Taken?	Yes / (No)
Name of Police Agency			

PROPERTY DAMAGE CLAIMS ONLY
If this is not your property, give the name and address of the owner:

N/A if not applicable

Name			
Address		Zip Code	
Home Phone #		Work Phone #	

PLEASE ATTACH ESTIMATES

Repair Estimates	$ 363.00	$ See attached

PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name	Jaendra L. Curry	Name	M. Simjee
Address	11 Cimarand Dr.	Address	13 Cimarand Dr
Phone		Phone	(

Attach copies of Medical bills once submitted to health insurance or automobile insurance.

ONLY PROVIDE COPIES OF THE MEDICAL BILLS. DO NOT PROVIDE MEDICAL RECORDS **WITH THIS CLAIM FORM.**

'23 JAN 13 AM10:55

Attachment: DOC011923-01192023133333 (COM-2023-21 : Notice of Claim: John & Antoinette Gauthier Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

On 11-11-2022 there was a water main break on Cimarand Drive on the east side of the street close to our condo at 35 Cimarand Drive. The water main break caused flooding of the road and adjoining properties. The flood water carried soil and debris into the nearby driveways, sidewalks & garages including ours. As water receded it left behind several inches of fine-grained soil in our garage & common driveway which has continuously been tracked into our homes. The soil presented a slip & fall hazard for our neighbors, visitors & delivery persons and requires removal. Rain and snowfalls has not alleviated the mud.

Our homeowner's association sought and obtained cleanup estimates from response contractors for power washing the impacted areas. The cleanup of the association-owned common areas took place on Dec 22, 2022. The 6 property owners sharing my common driveway decided to clean our garages (floors) ourselves rather than pay over $300 (the lowest bid) to remove the soil & debris from our garage. We have each swept and hosed our garage floors at least 3 times, but because the common driveway remained covered in soil the dirt is repeatedly tracked into our garage & home. Our individual hoses lack the necessary power to adequately remove the fine-grained soil on the garage floors that remain.

* I am requesting reimbursement of $331.60 (an amount equal to the lowest contractor bid) for the power washing of my garage floor.
$331.60

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date:

* See next page for notarized signature

Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this __ day of 20 , before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

Attachment: DOC011923-01192023133333 (COM-2023-21 : Notice of Claim: John & Antoinette Gauthier Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

See prior page for our Statement

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date: 1/9/2023

John E Gauthier
Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 9 day of January 2023, before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

07/14/2023

Attachment: DOC011923-01192023133333 (COM-2023-21 : Notice of Claim: John & Antoinette Gauthier Vs. Town of Amherst)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27059

COMMUNICATION 2023-22 **REFERRED**

Notice of Claim: Merchants Preferred Ins Co. A/S/O Indra Pradhan Vs. Town of Amherst

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

MERCHANTS INSURANCE GROUP
Earning Your Business Every Day

P.O. Box 78 Buffalo NY, 14240-007 800-952-5246 Ext. 3164

January 17, 2023

TOWN OF AMHERST CLERK
AMHERST MUNICIPAL BUILDING
5583 MAIN STREET
WILLIAMSVILLE NY 14221

CLAIM NUMBER: HO036207 01
DATE OF LOSS : 11/9/2022
ACCIDENT LOC. 72 Leonore Rd
Amherst NY 14226

CERTIFIED MAIL

NOTICE OF CLAIM

INDRA PRADHAN

Merchants Insured

vs.

Town of Amherst, NY

Municipality

Please be advised that under Section 50-e of the General Municipal Law, MERCHANTS PREFERRED INS CO. hereby files claim against:

Town of Amherst, NY

for damages/injuries sustained by:

'23 JAN 20 PM2:01

INDRA PRADHAN

KUMARI SHRESTHA
72 LEONORE RD

AMHERST, NY 142262036

as a result of the negligent actions of your employee(s) or representative(s).

Attachment: DOC012323-01232023152404 (COM-2023-22 : Notice of Claim: Merchants Preferred Ins Co. A/S/O Indra Pradhan Vs. Town of

MERCHANTS INSURANCE GROUP
Earning Your Business Every Day

P.O. Box 78 Buffalo NY, 14240-007 800-952-5246 Ext. 3164

Nature of Claim water backed up into the Pradhan's home on Leonore Rd. at the same time sewer line repairs were being done one street away on Marion Rd, Amherst NY, by Town workers. Town was contacted and came to pump out the water from the Pradhan basement.
Location 72 Leonore Rd, Amherst NY
Date & Time 11/9/2022 7:00 am
Damages Sustained $7500 Plus $n/a
Insured's Deductible
Damage/Injury to basement walls, carpet, tile, molding in Pradham home

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERICAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

Very truly yours,

MERCHANTS PREFERRED INS CO.

Pennie Phillipp
Multi-line Adjuster II - Subrogation
800 462-1077 x3214
pphillipp@merchantsgroup.com

enclosure

Subscribed and sworn to before me this 17th day of January, 2023

Notary Public

ROBERT M. ADER
Notary Public, State of New York
Registration No. 01AD6003293
Qualified In Erie County
Commission Expires Mar. 2, 2026

Attachment: DOC012323-01232023152404 (COM-2023-22 : Notice of Claim: Merchants Preferred Ins Co. A/S/O Indra Pradhan Vs. Town of

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27065

COMMUNICATION 2023-23

REFERRED

Notice of Claim: Charles & Laurie Tedesco Vs. Town of Amherst

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

NOTICE OF CLAIM FORM

'23 JAN 24 PM3:26

Claimant(s) Name	Charles & Laurie Tedesco		
Address	37 Cimarand Dr.	Cell Phone #	[redacted]
Email Address	[redacted]	Home Phone #	—

Accident / Damage / Injury Location	37 Cimarand Dr		
Date of Incident	11/11/2022	Time of Incident Early am	a.m. / p.m.
Police Contacted?	Yes / No	Police Report Taken?	Yes / No
Name of Police Agency			

PROPERTY DAMAGE CLAIMS ONLY
If this is not your property, give the name and address of the owner:

N/A if not applicable

Name			
Address		Zip Code	
Home Phone #		Work Phone #	

'23 JAN 24 PM3:25

PLEASE ATTACH ESTIMATES

Repair Estimates	$ Next Page	$ —

ROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

lame	Conrad & Veronica May	Name	Nancy Simpkin
ddress	[redacted]	Address	[redacted]
hone	[redacted]	Phone	[redacted]

tach copies of Medical bills once submitted to health insurance or automobile insurance.

NLY PROVIDE COPIES OF THE MEDICAL BILLS. DO NOT PROVIDE MEDICAL RECORDS WITH THIS CLAIM FORM.

Attachment: DOC012623-01262023105722 (COM-2023-23 : Notice of Claim: Charles & Laurie Tedesco Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

On November 11, 2022, there was a water main break on Cimarand Dr. on the east side of the street in the vicinity of 35 Cimarand Dr. The water main break caused flooding of the road and adjoining properties. The floodwaters carried soil and debris into the adjoining sidewalks; and especially the common driveway between the garages of condos 11,13,and 15, and 35, 37 and 39 Cimarand Dr, including ours. As the water receded, it left behind several inches of fine grained soil/clay in our garage and common driveway which has continuously been tracked into our homes. The wet soil presented a slip and fall hazard for our neighbors and visitors and requires removal. Rain and snowmelt has not significantly alleviated the remaining mud.

Our homeowner's association sought and obtained cleanup estimates from Disaster Relief contractors for power washing the impacted areas. The cleanup of the association-owned common areas is scheduled to take place on December 19th, weather permitting. The six property owners sharing our common driveway have decided to clean our garage floors ourselves rather than pay $363.00 (the lowest bid) to remove the soil and debris from our garages. We have each swept and hosed our garage at least three times, but because the common driveway remains covered with soil, the dirt is repeatedly tracked into our garage and home.

On the weekend of December 17-18, we are again cleaning the garage floors prior to the driveway power washing.

I am requesting reimbursement of $363.00 (an amount equal to the lowest contractor bid) for the power washing of my garage floor.

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date: 1/9/2023

Claimant's Signature

TATE OF NEW YORK)
OUNTY OF ERIE) ss:

On this __ day of 20 , before me personally appeared to me known, and known to me to be the same erson described in and who executed the within instrument and he/she acknowledged to me that he/she executed the me.

Notary Public

Attachment: DOC012623-01262023105722 (COM-2023-23 : Notice of Claim: Charles & Laurie Tedesco Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

See prior page for our statement

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date: 1/9/2023

Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 9 day of January 2023, before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

07/14/2023

Attachment: DOC012623-01262023105722 (COM-2023-23 : Notice of Claim: Charles & Laurie Tedesco Vs. Town of Amherst)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27081

COMMUNICATION 2023-24 **REFERRED**

Notice of Claim: Keith & Sandy Curry Vs. Town of Amherst

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

NOTICE OF CLAIM FORM

ERIE COUNTY WATER AUTHORITY
295 MAIN STREET – ROOM 350
BUFFALO, NEW YORK 14203-2494
(716) 849-8465

Claimant(s) Name	**Keith and Sandy Curry**		
Address	**11 Cimarand Dr.**	Cell Phone #	[redacted]
Email Address	[redacted]	Home Phone #	[redacted]

Accident / Damage / Injury Location	**Garage Floor**		
Date of Incident	**November 11, 2022**	Time of Incident	1-11 (a.m.) / p.m.
Police Contacted?	Yes / (No)	Police Report Taken?	Yes / (No)
Name of Police Agency	**N/A**		

PROPERTY DAMAGE CLAIMS ONLY N/A if not applicable
If this is not your property, give the name and address of the owner:

Name			
Address		Zip Code	
Home Phone #		Work Phone #	

PLEASE ATTACH ESTIMATES

Repair Estimates	$ **Please see attached**	$ 331.60

PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name	John F. Gauthier	Name	
Address	[redacted]	Address	
Phone	[redacted]	Phone	

Attach copies of Medical bills once submitted to health insurance or automobile insurance.

ONLY PROVIDE COPIES OF THE MEDICAL BILLS. WITH THIS CLAIM FORM.

'23 JAN 27 AM10:59

Attachment: DOC013023-01302023141713 (COM-2023-24 : Notice of Claim: Keith & Sandy Curry Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

Please See attached
A. claimants Statement
B. Itemized Bill
C. Deed to house (Copy)

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date: 1/04/2023

Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 9 day of January 2023, before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed the same.

[illegible] AZZARELLI
[illegible] Public, State of New [illegible]
[illegible] 01AZ6001937
[illegible] in Erie County
[illegible] Expires 07/14/2023

Notary Public

Attachment: DOC013023-01302023141713 (COM-2023-24 : Notice of Claim: Keith & Sandy Curry Vs. Town of Amherst)

Attachment to Notice of Claim Form for Keith and Sandy Curry, 11 Cimarand Dr.

On November 11, 2023, there was a water main break in the vicinity of 35 Cimarand Dr. on the east side. The water main break caused flooding of the road and adjoining properties. The floodwaters carried soil and debris into the adjoining sidewalks, and especially the common driveway between the garages of condos 11,13 and 15; and 35, 37 and 39 Cimarand Dr. The water from the driveway entered our garage under the closed garage door with such force that it knocked over a very full and heavy garage tote. We had some plywood panels standing up against one of the garage walls and the waterline measured 6" up from the floor.

As the water receded, it left behind several inches of fine grained soil/clay in our common driveway and in all our garages, which has continuously been tracked into our home. The wet soil in the driveway presented a slip and fall hazard for ourselves, our neighbors and visitors, and required professional removal because rain and snowmelt did not significantly dispose of the remaining mud. Our homeowner's association sought and obtained cleanup estimates from Disaster Relief contractors for power washing the impacted areas. Their additional charge for cleaning the garages was $331.60 each. The six property owners sharing our common driveway decided to clean our garages ourselves rather than each of us pay $331.60 (the lowest bid) to the Disaster Relief contractors to remove the soil and debris. We did this just prior to the professional cleanup of the association-owned common areas which took place on December 23rd.

I am requesting reimbursement of $331.60 (an amount equal to the lowest contractor bid) for the one-time power washing of my garage floor which we did on our own.

Keith and Sandy (Saundra) Curry
11 Cimarand Dr.
Williamsville NY 14221-1474
Landline: [redacted]
Mobile: [redacted]

Attachment: DOC013023-01302023141713 (COM-2023-24 : Notice of Claim: Keith & Sandy Curry Vs. Town of Amherst)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27085

COMMUNICATION 2023-25

REFERRED

Notice of Claim: Allstate Insurance Company A/S/O Daniela Malcher Vs. Town of Amherst

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

NOTICE OF CLAIM
In the Matter of the Claim of
ALLSTATE INSURANCE COMPANY
A/S/O TOWN OF AMHERST

TO: TOWN OF AMHERST

SIR: PLEASE TAKE NOTICE that the Claimant herein makes claim and demand against

TOWN OF AMHERST
5583 Main Street
Williamsville, NY 14221

as follows:

1. The name and post-office address of each claimant is:

ALLSTATE INSURANCE COMPANY
a/s/o Daniela Malcher
PO BOX 660636
DALLAS, TX 75266
Claim #: 0699782438
Tracking#: 7022 2410 0002 9760 2183

2. The nature of the claim: Automobile property damage.

3. The time when, the place where and the manner in which the claim arose:

On October 22, 2022, at approximately 9:00am, while at 192 Leonore Road Amherst, Claimant's subrogor's 2019 Honda Civic bearing New York plate number CJE6003 was struck by a tree branch.

4. The items of damages claimed are:
Annexed find claimant's itemized estimate/total loss valuation for and loss of use for a total of $518.92.

The undersigned therefore presents this claim and demands money damages for adjustment and payment and notifies you that unless the same is adjusted and paid within the time provided by law from the date of its presentation to you, it is then the intention of the undersigned to commence an action thereon.

Dated: 1/23/2023
Dallas, TX

Sign Name

Sworn to before me this date: 1/23/2023

NOTARY'S SIGNATURE & STAMP

ESMERALDA MORENO AGUILAR
Notary Public, State of Texas
Comm. Expires 06-11-2025
Notary ID 133151845

'23 JAN 30 PM2:28

Attachment: DOC013123-01312023135534 (COM-2023-25 : Notice of Claim: Allstate Insurance Company A/S/O Daniela Malcher Vs. Town of

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27088

COMMUNICATION 2023-26 **REFERRED**

Notice of Claim: Mark Weber Vs. Town of Amherst

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

NOTICE OF CLAIM FORM

Note: 59 Cimarand is in a life estate under Mark Weber (son) with Joseph Weber as lifetime resid

Claimant(s) Name	Mark Weber (in care of Joseph Weber -clementia-)		
Address	59 Cimarand Drive Williamsville, NY 14221	Cell Phone #	[redacted]
Email Address	[redacted]	Home Phone #	[redacted]

Accident / Damage / Injury Location	basement wall(s) at 59 Cimarand Dr. due to town of Amhers pipe burst		
Date of Incident	11/15/22	Time of Incident	(a.m.) / p.m.
Police Contacted?	Yes (No)	Police Report Taken?	Yes (No)
Name of Police Agency	N/A		

PROPERTY DAMAGE CLAIMS ONLY
If this is not your property, give the name and address of the owner:

N/A if not applicable

Name	N/A		
Address		Zip Code	
Home Phone #		Work Phone #	

PLEASE ATTACH ESTIMATES

Repair Estimates	$ 505.- as of submission date - possibly more to be determin		

PROPERTY DAMAGE AND PERSONAL INJURY WITNESSES

Name		Name	
Address	N/A	Address	
Phone		Phone	

Attach copies of Medical bills once submitted to health insurance or automobile insurance.

ONLY PROVIDE COPIES OF THE MEDICAL BILLS. DO NOT PROVIDE MEDICAL RECORDS WITH THIS CLAIM FORM.

Attachment: DOC020123-02012023150852 (COM-2023-26 : Notice of Claim: Mark Weber Vs. Town of Amherst)

Claimant's Statement (please print legibly and be specific):

On November 15, 2022 there was a water main break/pipe burst in front of 59 Cimarand Drive, Williamsville, NY 14221 causing extensive flooding in the area. This flooding included the basement walls, front + side + back yard, garage, and driveway at 59 Cimarand. Water leaked through the foundation walls, through the drywall, and onto the basement floor at 59 Cimara Drive. After consulting the Condo Board/HOA, Bob Timmel of Disaster Relief was called to come provide an initial assessment of the damage. He recommended that an asbestos/mold test be conducted. Michael Scinta of Stohl Environmental conducted an assessment on Dec. 14, 2022. His findings are attached. I would like reimbursement for the $505.- testing fee. I would also like to keep this case open should any other additional complications arise as a direct result from the incident on Nov. 15, 2022 (mold/mildew growth, foundational cracks, etc.). Thank you.

CONTACTS:

Carl Azzarelli (HOA Board Member) - [redacted]

Bob Timmel (Disaster Relief) - [redacted]

Eric Henderson (Stohl Environmental) - [redacted]

Mark Weber (Joseph Weber's son + POA) - [redacted] *

claimant — resident at 59 Cimarand Dr.

All statements herein are made under penalty of perjury.

Add Additional Pages if necessary

Date: 1/27/23

Mark Weber

Claimant's Signature

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this __ day of 20__ ~~before me~~ personally appeared to me known, and known to me to be the same person described in and ~~who~~ executed the within ~~instrument~~ and he/she acknowledged to me that he/she executed the same.

See attached

Notary Public

* The paperwork for the life estate +/or POA are available upon request. Please Mark Weber at [redacted]

Attachment: DOC020123-02012023150852 (COM-2023-26 : Notice of Claim: Mark Weber Vs. Town of Amherst)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
DOC ID: 27097

COMMUNICATION 2023-27 **REFERRED**

Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.

2/13/2023
Referred to Attorney

RESULT:	**REFERRED [UNANIMOUS]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Deborah Bruch Bucki, Deputy Supervisor
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

FILED: ERIE COUNTY CLERK 01/11/2023 11:47 AM INDEX NO. 80[illegible]
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 01/11/2023

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

WELLS FARGO BANK, N.A., AS TRUSTEE , FOR PARK PLACE SECURITIES, INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-WCW2,

Plaintiff,

-vs-

SUMMONS

CHRISTOPHER BRAGG A/K/A CHRISTOPHER M. BRAGG; PEOPLE OF THE STATE OF NEW YORK C/O ERIE COUNTY CLERK; 65 LAKE AVENUE LLC; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; SUSTAINABLE NEIGHBORHOODS LLC ("SN"); THE TOWN OF CHEEKTOWAGA; TOWN OF AMHERST AS LEAD COMMUNITY FOR THE AMHERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM;
"JOHN DOE" AND "JANE DOE " said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Index No.

Defendants.

Mortgaged Premises:
122 Burdette Drive, Cheektowaga, NY 14225

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on the plaintiff's attorney within twenty (20) days of the service of this Summons, exclusive of the day of service, or within thirty (30) days after service of the same is complete where service is made in any manner other than by personal delivery within the State. The United States of America, if designated as a defendant in this action, may answer or appear within sixty (60) days of service. Your failure to appear or to answer will result in a judgment against you by default for the relief demanded in the Complaint. In the event that a deficiency balance remains from the sale proceeds, a judgment may be entered against you, unless the Defendant obtained a bankruptcy discharge and such other or further relief as may be just and equitable.

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

NOTICE
YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

ERIE County is designated as the place of trial. The basis of venue is the location of the mortgaged premises.

DATED: October 27, 2022

Mark R. Broyles, Esq.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
Office and P.O. Address
28 East Main Street, Suite 1800
Rochester. New York 14614
Telephone No. (585)232-7400
SPSNC873

SECTION: 91.08
BLOCK: 3
LOT: 10

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 01/11/2023 11:47 AM INDEX NO. 800626/2023
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 01/11/20

NATURE AND OBJECT OF ACTION

The object of the above action is to foreclose a mortgage held by the Plaintiff recorded in the County of ERIE, State of New York as more particularly described in the Complaint herein.

This action also seeks to adjudge the Loan Modification Agreements to have the same validity and effect as the original mortgage given in this matter.

TO THE DEFENDANT, except **CHRISTOPHER BRAGG A/K/A CHRISTOPHER M. BRAGG**, the plaintiff makes no personal claim against you in this action.

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

WELLS FARGO BANK, N.A., AS TRUSTEE , FOR PARK PLACE SECURITIES, INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-WCW2,

Plaintiff,

-vs-

COMPLAINT

CHRISTOPHER BRAGG A/K/A CHRISTOPHER M. BRAGG; PEOPLE OF THE STATE OF NEW YORK C/O ERIE COUNTY CLERK; 65 LAKE AVENUE LLC; NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE; SUSTAINABLE NEIGHBORHOODS LLC ("SN"); THE TOWN OF CHEEKTOWAGA; TOWN OF AMHERST AS LEAD COMMUNITY FOR THE AMHERST-CHEEKTOWAGA-TONAWANDA HOME CONSORTIUM;
"JOHN DOE" AND "JANE DOE " said names being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein,

Index No.

Defendants.

The plaintiff herein, by FEIN, SUCH & CRANE, LLP, its attorneys, complains of the defendants above named, and for its cause of action, alleges:

FIRST: The plaintiff, is a national association, duly licensed, organized and existing pursuant to the laws of the United States of America, doing business in the State of New York.

SECOND: Upon information and belief, at all times hereinafter mentioned, the defendant(s) reside or conduct business at the address set forth in "Schedule A" annexed hereto (any that are corporations being organized and existing under the laws of the State set forth therein), and are made defendants in this action in the capacities and for the reasons alleged therein.

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

THIRD: That the United States of America, the People of the State of New York, the State Tax Commission of the State of New York, the Industrial Commissioner of the State of New York, and all other agencies or instrumentalities of the Federal, State or local government, however designated, if named as defendants, are made parties solely by reason of the facts set forth in the annexed "Schedule B."

FOURTH: That heretofore, to secure a sum of money to the stated Lender, its successor and assigns, the defendants duly executed, acknowledged and delivered to the stated Lender, a certain bond(s) or note(s) whereby they bound their successors or heirs, executors, administrators and assigns, jointly and severally, in the amount of said sum, as more fully described in the annexed "Schedule C," said schedule being a copy of the bond(s) or note(s), or accurate reference to the assumption agreement(s) evidencing indebtedness to plaintiff, together with the terms of repayment of said sum and rights of the plaintiff.

FIFTH: Plaintiff is in possession of the Note referenced in paragraph FOURTH prior to the commencement of this action and is entitled to enforce the Note.

SIXTH: That as security for the payment of said indebtedness, a Mortgage(s) was executed as annexed hereto in "Schedule D," acknowledged and delivered to the stated Lender/Mortgagee, its successors and assigns, wherein the named mortgagor or mortgagors bargained, granted and sold to the mortgagee named therein, its successors and assigns, the premises more particularly described therein (hereinafter, the "Mortgaged Premises") under certain conditions with rights, duties and privileges between the parties as described therein.

SEVENTH: The Mortgage is currently held by Plaintiff. Copies are attached in Schedule "D". As such, Plaintiff is current beneficiary of the Mortgage securing the Note, the originals of which are in Plaintiff's possession and control, and Plaintiff is otherwise entitled to

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

enforce the subject Mortgage and Note pursuant to law.

EIGHTH: That said mortgage(s) was duly recorded and the mortgage tax(es) due thereon was duly paid in the County Clerk's Office at the place and time that appears therein.

NINTH: That Plaintiff has complied with all applicable provisions of the Laws 2020 ch. 381, Real Property Actions and Proceedings Law and Banking Law, including but not limited to Banking Law §595-a, 6-l, 6-m, and 9-x, and RPAPL § 1304 and 1306, where applicable and where the following information applies:

(1) The 90-day notice was sent at least 90 days before the commencement of this foreclosure action. Further, the notice under RPAPL Section 1304 was in 14 point type, contained the statutorily dictated language and the addresses and phone numbers of at least five US Department of Housing and Urban Development approved housing counseling agencies in the region where the borrower resides and was mailed by registered or certified mail and first class mail to the last known address of the borrower and to the property address, if different. Plaintiff has fully and completely complied with the RPAPL Section 1304. Further, Plaintiff has complied fully with RPAPL Section 1306 filing requirements in that the filing with the superintendent was completed within three (3) business days of the mailing.

(2) Compliance with Banking Law 9-x is not required because (1) the mortgage being foreclosed herein does not meet the definition of "home loan" under RPAPL § 1304, as required by Banking Law § 9-x(b)(i). Banking law § 9-x does not apply because (a) the borrower is not a natural person; and/or (b) the mortgage debt was not incurred primarily for personal, family or household purposes, but rather, is a commercial loan; and/or (c) the property is not occupied by the borrower as his/her principal dwelling; and/or (2) the mortgagor failed to demonstrate financial hardship as a result of COVID-19 during the covered period (Banking Law 9-x(b)(ii));

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

and/or (3) Plaintiff is not a "regulated institution" as defined under the law. Banking Law 9-x(c).

TENTH: That the defendant(s), have failed to comply with the conditions of the mortgage(s) or bond(s) by failing to pay portions of principal, interest or taxes, assessments, water rates, insurance premiums, escrow and/or other charges, all as more fully described in "Schedule E".

ELEVENTH: That plaintiff elects herein to call due the entire amount secured by the mortgage(s) as more than thirty (30) days have elapsed since the date of default.

TWELFTH: That "Schedule E" sets forth the principal balance due and default date and rate at which interest accrued from the defendant(s) default.

THIRTEENTH: That in order to protect its security, the plaintiff has paid, if set forth in "Schedule E", or may be compelled to pay during the pendency of this action, local taxes, assessments, water rates, insurance premiums and other charges assessed to the Mortgaged Premises, and hereby requests that any sums paid by it for said purposes, with interest thereon, be added to the sum otherwise due, be deemed secured by the mortgage(s) and be adjudged a valid lien on the Mortgaged Premises.

FOURTEENTH: That the defendants herein have or claim to have some interest in, or lien upon, the Mortgaged Premises or some part thereof, which interest or lien, if any, accrued subsequent to the lien of the plaintiff's mortgage(s).

FIFTEENTH: That the plaintiff is now the true and lawful holder of the said bond(s)/note(s) and is mortgagee of record or has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject mortgage and note; and there have been no prior proceedings, at law or otherwise, to collect or enforce the bond(s)/note(s) or mortgage(s) and no such proceedings are currently pending, or are in the process of being

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

discontinued without prejudice.

SIXTEENTH: That Schedules "A", "B", "C", "D", "E", "F", "G", "H", "I", and "J" be incorporated and made part of the Complaint with the same force and effect as if they were completely and fully set forth wherever reference is made to them herein.

SEVENTEENTH: The plaintiff shall not be deemed to have waived, altered, released or changed its election herein by reason of any payment after the commencement of this action of any or all of the defaults mentioned herein and such election shall continue to be effective.

EIGHTEENTH: A Loan Modification Agreement was completed by **CHRISTOPHER BRAGG A/K/A CHRISTOPHER M. BRAGG**, to modify the Mortgage recorded in Book 13166 at Page 2392 to reflect a new principal balance of $69,668.13, a copy of which is attached hereto as Schedule "F". All sums secured thereunder were contemplated by the original mortgage given in this matter.

NINETEENTH: A Loan Modification Agreement was completed by **CHRISTOPHER BRAGG A/K/A CHRISTOPHER M. BRAGG,** to modify the Mortgage recorded in Book 13166 at Page 2392, as modified, to reflect a new principal balance of $71,402.04, a copy of which is attached hereto as Schedule "G". All sums secured thereunder were contemplated by the original mortgage given in this matter.

TWENTIETH: A Home Affordable Modification Agreement was completed by **CHRISTOPHER BRAGG A/K/A CHRISTOPHER M. BRAGG,** to modify the Mortgage recorded in Book 13166 at Page 2392, as modified, to reflect a new principal balance of $115,049.50, of which $17,875.60 was deferred, a copy of which is attached hereto as Schedule "H". All sums secured thereunder were contemplated by the original mortgage given in this matter.

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

FILED: ERIE COUNTY CLERK 01/11/2023 11:47 AM INDEX NO. 800626/2023
NYSCEF DOC. NO. 1 RECEIVED NYSCEF: 01/11/20

TWENTY-FIRST: A Loan Modification Agreement was completed by **CHRISTOPHER BRAGG A/K/A CHRISTOPHER M. BRAGG**, to modify the Mortgage recorded in Book 13166 at Page 2392, as modified, to reflect a new principal balance of $152,209.24, of which $45,662.77 was deferred, a copy of which is attached hereto as Schedule "I". All sums secured thereunder were contemplated by the original mortgage given in this matter.

TWENTY-SECOND: A Deferral Agreement was made on December 15, 2021, between **CHRISTOPHER BRAGG A/K/A CHRISTOPHER M. BRAGG** and Select Portfolio Servicing, Inc. which deferred payments totaling $1,520.72 which will be due upon maturity of the account or upon payoff of the account, whichever is sooner. A copy of the Deferral Agreement is attached hereto as Schedule "J".

WHEREFORE, plaintiff demands judgment adjudging and decreeing the amounts due it for principal, interest, costs and reasonable attorneys fees if provided for in the bond(s), note(s) or mortgage(s), and that the defendants, and any persons claiming by, through or under them subsequent to the commencement of this action, and every other person or corporation whose right, title, conveyance or encumbrance of the Mortgaged Premises is subsequent or recorded subsequent to the plaintiff's interest, be forever barred and foreclosed of all right, claim, lien, interest or equity of redemption in and to the Mortgaged Premises; that the Mortgaged Premises, or part thereof, be decreed to be sold according to law as may be necessary to raise the amounts due for principal, interest, costs, allowances and disbursements, together with any monies advanced and paid by the plaintiff; that the plaintiff be paid the amounts due on said bond(s), note(s) and mortgage(s), and any sums paid by the plaintiff to protect the lien of its mortgage(s) out of the proceeds from the sale thereof, with interest thereon from the respective dates of

Attachment: DOC020323-020320231513 13 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

payment thereof, costs and expenses of this action and reasonable attorneys' fees, if provided for in the bond(s), note(s) or mortgage(s), provided the amount of the sale proceeds permits said payment; that any of the parties hereto may purchase the Mortgaged Premises at sale; that this Court, if requested, forthwith appoint a Receiver of the rents and profits of the Mortgaged Premises with the usual powers and duties associated therewith; that the Loan Modification Agreement(s) entered into is hereby adjudged to have the same validity and effect as the original mortgage, as such sums were contemplated by the original mortgage given in this matter; that the defendants whom executed the Note and were not otherwise released or discharged by bankruptcy be adjudged to pay any remaining deficiency; and such other or further relief as may be just and equitable, unless the Defendant obtained a bankruptcy discharge and such other or further relief as may be just and equitable. The plaintiff hereby reserves its right to share in surplus monies from the sale by virtue of its position as a judgment or other lien creditor, excluding the mortgage(s) foreclosed herein.

DATED: October 27, 2022

Mark K. Broyles, Esq.
FEIN, SUCH & CRANE, LLP
Attorneys for Plaintiff
Office and P.O. Address
28 East Main Street, Suite 1800
Rochester, New York 14614
Telephone No. (585)232-7400
SPSNC873

Attachment: DOC020323-02032023151313 (COM-2023-27 : Summons and Complaint: Wells Fargo Bank, N.A. Et Al. Vs. Town of Amherst Et Al.)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27178 **RESOLUTION 2023-218** **ADOPTED**

Emergency Purchase of Lock Service at 4110 Bailey Ave. – Suburban Lock and Key

Suspension to Town Board Agenda Item February 13, 2023

TO: **Amherst Town Board**

FROM: **Deborah Bruch Bucki, Deputy Supervisor**

DATE: **February 13, 2023**

RE: **Facilities, Emergency Purchase of Lock Service at 4110 Bailey Ave. - Suburban Lock and Key**

WHEREAS, 4110 Bailey Avenue is in need of lock service due to issues with unauthorized persons accessing the property and potentially having a key to the facility; and

WHEREAS, the building was previously keyed by Suburban Lock and Key, who has the proper cores to rekey the building; and

WHEREAS, an Emergency Purchase Documentation Form was completed by Mary-Diana Pouli and signed by the Supervisor on February 10, 2023;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Emergency Purchase of lock services from Suburban Lock and Key, as per the attached Emergency Purchase Documentation Form.

2/13/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A1620-4220; $700.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Attachment G
TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must 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: **2/10/23**
2. Date of Town Board work session where Board is notified: 2/10/23 BL
3. Date you received approval from the Supervisor: 2/10/23 BL
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): **@ $700.00**
5. Is there adequate funding in your current operating budget to cover this purchase? **Yes**
   Identify budget Org/Object: **Facilities/Building Maintenance**
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy: **Trespassers were located at 4110 Bailey Avenue. They stated that they had a key. The locks needed to be changed but Highway did not have the cores. The building had previously been keyed by Suburban Lock and Key and they had the cores, but the town does not have a contract with them. We needed to get the locks changed asap to prevent theft and vandalism.**
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. **Situation was discussed with Lynda Juul.**
8. Department Head Signature: Mary Diana Bell Date: 2/10/23

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

OK BL

Attachment: Emergency Purchase Lock (RES-2023-218 : Emergency Purchase of Lock Service at 4110 Bailey Ave. – Suburban Lock and Key)

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Highway
Initiated by: **Patrick G. Lucey**
Co-Sponsored by:

DOC ID: 27176 **RESOLUTION 2023-219** **ADOPTED**

Approval to Provide Free Milling Materials

Suspension to Town Board Agenda Item February 13, 2023

TO: **Amherst Town Board**

FROM: **Deborah Bruch Bucki, Town Deputy Supervisor**

DATE: **February 13, 2023**

RE: **Pat Lucey, Superintendent of Highway, Approval to Provide Free Milling Material**

The current stockpile of road milling's located in the yard of the Amherst Highway Department has reached the peak storage space capability.

The 2023 road paving season will start in a couple months and to make room for this season's road milling's the Amherst Highway Department is requesting authorization to allow anyone to pick up milling's free of charge from the stockpile located at the Highway Department.

The hours and times of availability will be determined by the Highway Department.

2/13/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

NA

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

Amherst Town Board
5583 Main Street
Williamsville, NY 14221
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Meeting: 02/13/23 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 27179 **RESOLUTION 2023-220** **ADOPTED**

Travel Request – Boulevard Mall Design Workshop, New York, NY

Suspension to Town Board Agenda Item February 13, 2023

TO: **Amherst Town Board**

FROM: **Deborah Bruch Bucki, Deputy Supervisor**

DATE: **February 13, 2023**

RE: **Travel Request - Boulevard Mall design workshop, New York, NY**

Please approve travel for Daniel Howard, Planning Director, and Kimberly Amplement, Planner, to New York City to attend a Boulevard Mall design workshop with consultants in February 2023 at an estimated cost not to exceed $1,700.13.

2/13/2023
A motion to approve was made by Deputy Supervisor Bucki, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

cost not to exceed $1,700.13

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Deborah Bruch Bucki, Deputy Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Bucki, Berger, Lavin, Szukala

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
Daniel Howard	3247	Planning	716-631-7051

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
		New York City	Participate in meeting with Project consultants for Blvd Mall redevelopment

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.58			
Tolls			
Parking	25.00		
Local Transportation (bus/taxi)			
Plane/Rail/Bus	252.80		
Lodging:			
1 # nights @ $ 299.00	299.00		
Meals:			
IRS Per Diem Per Day: $ 79.00			
1st & Last Day of Travel @ 75%	118.50		
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee			
Other			
Subtotal	695.30		N/A
Contingency - 10% of subtotal or $200	69.53		N/A
TOTAL	764.83		

Request Approved By:

Daniel O'Connell

Department Head Signature

2/13/23

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Planning Travel Request DH KA 2023 (RES-2023-220 : Travel Request – Boulevard Mall Design Workshop, New York, NY)

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
Kimberly Amplement	8597	Planning	716-631-7051

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
		NYC	Boulevard Mall workshop with consultants, design research

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.58			
Tolls			
Parking			
Local Transportation (bus/taxi)	$180.00		
Plane/Rail/Bus	$252.80		
Lodging:			
# nights 1 @ $ 299.00	$299.00		
Meals:			
IRS Per Diem Per Day: $ 79.00			
1st & Last Day of Travel @ 75%	$118.50		
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee			
Other			
Subtotal	$850.30		N/A
Contingency - 10% of subtotal or $200	$85.00		N/A
TOTAL	$935.30		

Request Approved By:

Department Head Signature

2/13/23

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Kim Amplement

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: Planning Travel Request DH KA 2023 (RES-2023-220 : Travel Request – Boulevard Mall Design Workshop, New York, NY)